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VOL. L., No. 30.

The Solicitors' Journal.

LONDON, MAY 26, 1906.

•• The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication in the SOLICITORS' JOURNAL must be authenticated by the name of the writer.

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Current Topics.

The Council of the Law Society.

We PRINT elsewhere the usual return as to the attendances of members of the Council of the Law Society. It will be observed that President has accomplished an aggregate of attendances at meetings of the Council and of committees of 167, which comes close to Mr. RAWLE's fine aggregate last year of 176. Mr. RAWLE and Mr. PENNINGTON came next with 112 and 105 attendances respectively, and Mr. GODDEN is not far behind with 99 attendances.

The Court of Appeal.

A RUMOUR has for some days been prevalent that, in view of the heavy arrears in the Court of Appeal, a third court would be constituted. How this court is to be manned is a question of some difficulty. The Lord Chancellor, the Lord Chief Justice, the President of the Probate and Divorce Division, and Lord HALSBURY are entitled to sit in the Court of Appeal, but of these Lord HALSBURY is the only one who would seem to have the necessary time at his disposal. In these circumstances we are rather surprised that the Lord Chancellor has not exercised his powers under section 4 of the Judicature Act, 1875, by requesting the attendance of a judge from the Chancery Division and the King's Bench Division respectively. It will be remembered that the old Court of Exchequer Chamber was composed of ordinary judges of the courts from which appeals were brought, and it was always considered an extremely effective tribunal.

The New County Court Judge.

LORD LOREBURN is apparently resolved to spare no pains in the selection of judges for the county courts. His first appointment, of Mr. CARVER, K.C. to the Halifax Circuit, was exceptionally good, and we believe that, during his short tenure of office, the new judge acquired in a high degree the respect and confidence of the practitioners on his circuit. The appointment of Mr. CARVER's successor is, we believe, likely to prove not less satisfactory. Mr. JOHN GENT has long been known at Lincoln's-inn as a learned and practical lawyer, having not only a firm grip of legal principles, but an admirable faculty of applying them to the facts of cases. He has had much experience both in con-

veyancing and court matters, and has acted for some years as equity counsel to the India Office. His brilliant career at Oxford gave evidence of the ability and industry with which he has subsequently transacted his work at the bar, while his kindly disposition and utter want of anything like self-assertion made him universally popular. With these qualities it seems safe to predict for him a successful career on the bench.

The Criminal Appeal Bill.

THE CRIMINAL Appeal Bill has reached the Committee stage in the House of Lords, and the Lord Chief Justice has given expression to much of the criticism with which the Bill has been met in the Press and elsewhere. The result of the preliminary discussion in Committee seems to be that the provision giving every convicted person an unrestricted right of appeal on law or fact will disappear from the Bill. This feature has been commented upon in these columns, and it has been almost universally condemned as going much too far. The Lord Chief Justice has summed up the case against so sweeping a change. He has shewn that, where facts alone are in issue, the court would have no evidence before them sufficient to enable judges to decide a mere question of "guilty" or "not guilty." The depositions certainly would not be sufficient. The evidence given at the trial often differs very materially from the depositions; and, as Lord ALVERSTONE said, most important points very often do not appear in them at all. The judge's note, too, is clearly wholly insufficient; if the judge were to take a note of the evidence complete enough for a retrial of the case on the note alone, proceedings would be much prolonged. The Lord Chief Justice expressed the opinion (which is widely held amongst those best qualified to form one) that it is most objectionable that the guilt or innocence of any person should be determined by a tribunal which has not the witnesses before it. We are glad to see that the protests made have had effect upon the Lord Chancellor, and that he has agreed to accept most important amendments to the Bill. At the time of writing, these amendments are not yet available; but it is clear that they will provide that a convicted person is only to have the right of appeal by leave of the judge who presides at the trial, or of the Court of Criminal Appeal itself.

Trial by Judges Who Have Not the Witnesses Before Them.

THIS WILL go a long way towards securing that the court shall not be swamped with frivolous appeals, but it does not meet the objection to a man being tried a second time by judges who have not the witnesses before them. It should be made quite clear that on questions of fact the court should have power to disturb the judgment only in one of two ways—either, first, to direct an acquittal on the ground that there was no evidence on which the jury could have properly convicted; or, secondly, to order a new trial. Whether the Lord Chancellor means to adopt this view is not certain, but it seems probable that he will. If the Bill is amended as suggested, it may be made a very good measure. The Lord Chief Justice strongly approved of a court to which convicted persons should have access upon all questions as to whether there was evidence to go to the jury, of misdirection, of non-reception or mis-reception of evidence, and upon questions of law. In this opinion he has the strongest possible support, and the Bill, with the suggested amendments, will supply what is demanded. One question is still left on which no light has been thrown as to the Lord Chancellor's intentions—i.e., as to dealing with sentences. The Lord Chief Justice objects to the severity of sentences being the subject of appeal, and would prefer to leave the power in the hands of the Home Secretary, with increased facilities for dealing with such matters. With all due deference to such an authority, it is submitted that the appeal to the court on the question of sentence has much to recommend it. To discourage frivolous appeals, however, the court should have full power over the sentence, either to increase or mitigate it. We believe that such appeals would have the effect of bringing about much more uniformity in the awarding of sentences, and that, at least, they could not be mischievous. When the Bill becomes an Act, it is plain that it will be a very different piece of work from what it was when first introduced. It is interesting to notice

that the Lord Chancellor does not shrink from the prospect of having to appoint new judges to cope with the additional work which the creation of a Court of Criminal Appeal will bring to the common law bench.

The Workmen's Compensation Act.

A POINT of some interest and novelty under the Workmen's Compensation Act was lately raised in the county court at Liverpool—viz., whether an employer against whom an award of compensation has been made is bound to go on paying the weekly amount after the workman has been sentenced to a term of imprisonment for a crime. The judge held that the man's incapacity for work was not affected by his imprisonment, and that the payment must continue. This decision seems to be correct on a strict construction of the Act, and it may be an excellent thing for the man's wife and family; but it certainly is rather a strange position of affairs. The weekly payment by way of compensation is made in lieu of wages which, but for the accident, the injured man would have been able to earn. It seems rather anomalous that, when the man by his own crime has brought about a state of things in which it is impossible for him to earn wages at all, whether injured or not, he should be entitled to the compensation. The compensation is not in the nature of damages; it is intended to put the man, as far as his means of living goes, and to a limited extent, in the position he would have been in if he were able to work. The Act, however, provides that the payments are to be made "during the incapacity," and the "incapacity" is clearly the inability to work caused by the accident. Imprisonment implies an inability to work from another cause, but probably the county court judge was right in distinguishing between this inability and the incapacity spoken of in the Act. If this decision is right, a curious state of things may occur. If an injured man, permanently injured and having the right to a weekly payment during incapacity, is sentenced to a long term of penal servitude, his employer may have to go on paying for perhaps fifteen years. Where he has no dependants, perhaps no one would move in the matter on his behalf. But where he has dependants, no doubt an administrator would be appointed under the Forfeiture Act, 1870, who could recover the compensation for their benefit from the employers.

Amendment of Bill of Costs after Delivery.

IT HAS been settled that when a solicitor has delivered his bill of costs and thereupon the client proposes to have it taxed, the solicitor cannot deliver an amended bill and claim to have the amended bill submitted to taxation. "If a solicitor," said Lord LANGDALE, M.R., in *Re Carven* (8 Beav. 436), "has delivered his bill, he is bound by it, and the taxation must be upon that bill; he is not entitled, as of course to reduce his demand, or to reserve the power of delivering a bill containing other charges." And though a solicitor may, when sending in his bill, reserve the right to withdraw or alter it upon proper conditions stated to his client, yet he cannot do this if the conditions are such as he could not properly impose; if, for instance, as was held in *Re Thompson* (30 Ch. D. 441), the solicitor states that the bill will be withdrawn unless a stated sum is paid in settlement, and another one, probably heavier, substituted. But it has been pointed out in the Court of Appeal in *Lumsden v. The Shipcote Land Co.* (reported elsewhere), that this principle applies only in the case of taxation under the Solicitors Act, 1843. Section 37, however, provides that no taxation under the Act shall be directed where an action has been brought by the solicitor on his bill of costs and a verdict obtained for the recovery of his demand. If a reference is then directed to ascertain the amount properly payable to him, this is in the nature of any other inquiry which is intended to ascertain the amount due as remuneration for services. It is immaterial, therefore, that the solicitor has first rendered one bill and then has rendered another containing additional charges, or, if material, it is only, as MOULTON, L.J., observed, because, as in the case of any other professional person, the first bill would be strong evidence that the items in it were correct. In *Lumsden v. The Shipcote Land Co.* a solicitor employed by several persons associated in a joint adventure in which the solicitor was himself interested, was asked to make his bill as light

as possible, and when he did so he was met with a denial of liability on the ground of his joint interest. He thereupon sent in another bill containing charges which were omitted in the earlier one, and obtained judgment. It was held that the reference under the judgment to ascertain the amount due was not a taxation under the Solicitors Act, 1843, but an ordinary reference, and that the solicitor was not bound by his first bill. The matter was entirely open for the master to find what was properly due under the circumstances.

Mortgages on Denominational Schools.

AN IMPORTANT question with respect to moneys lent upon mortgage of denominational schools is raised in a letter which we print elsewhere. Under the proposals of the Education Bill a school is not, after the 1st of January, 1908, to be recognized as a public elementary school unless it is a school "provided" by the local education authority; but an existing voluntary school can be continued as a provided school if the local education authority agree with the owners of the school for obtaining such use of it as is required for carrying on a public elementary school. It is to be a condition of any such arrangement that the local education authority shall keep the schoolhouse in repair, and shall be enabled to make necessary alterations and improvements. In the time during which the local authority have not the use of the schoolhouse the owners are to be at liberty to use the schoolhouse for any purposes they think fit. The effect will be, as our correspondents point out, to make the school the absolute property of the education authority for six days out of the seven, and, in cases where money has been lent on mortgage of the school buildings, to make it impracticable for the mortgagees to realize their money by the ordinary power of sale. Apparently this is so, and it is important that provision for the local education authority taking over the liability for the mortgage should be made in the Bill. It is possible that an agreement between the owners of the schoolhouse and the local education authority might include provision for such liability, though this is not expressly stated. If no agreement is made with the local education authority, then an arrangement for the use of the school may be made by the commission which is proposed to be appointed, and the commission may make a scheme for this purpose "subject to such conditions (if any) as to payment or other matters as may be agreed to by the local education authority and as the commission think just" (clause 8). Here again it is possible that the payment provided for by the scheme might include the payment of the mortgage money secured on the buildings, but without further definition of the nature and object of the payment, it cannot be assumed that this view is correct. Our correspondents appear to have raised a question which should be set at rest by express provision in the Bill. In principle, the education authority ought to take over the liability for the mortgage just like a purchaser of an equity of redemption. It is only an equity of redemption which the school owners have, and this passes, in effect, to the local education authority. Of course, a difficulty would arise where the arrangement for the use of the school is intended to be only temporary, and this would have to be considered in adjusting the relative liabilities.

Recitals of Seisin in Deeds Twenty Years Old.

THE CRITICISMS of the text-books, and the doubts of conveyancers generally, have so long been directed to questioning the well-known decision of the late Vice-Chancellor MALINS in *Bolton v. London School Board* (26 W. R. 549, L. R. 7 Ch. D. 766), that it will be a relief to the profession to learn that SWINFEN EADY, J., has held (*Re Wallis and Grout's Contract*, W. N. 1906, p. 108) that, if the former case had applied to the circumstances before him, he should have declined to follow it. The original decision, it will be remembered, was that "under the Vendor and Purchaser Act, 1874, s. 2, sub-section 2, a recital in a conveyance more than twenty years old, that the vendor was seized in fee simple, is sufficient evidence of that fact, and no prior abstract of title can be demanded, except so far as the recital shall be proved to be inaccurate; and in such cases a forty years' title is not required." The decision has,

from the first, been most unwillingly acted upon by many conveyancers, and has always been questioned by the text writers, although countless titles must have been accepted on the strength of it. It has been called "a strong decision" in Key and Elphinstone's Precedents, and one "not likely to be followed" in Dart's Vendors and Purchasers. According to Prideaux's Conveyancing Precedents "it is generally considered that the decision goes too far," and in Davidson's Concise Precedents it is treated as "of doubtful authority." Other comments are: "much questioned" (Bythewood and Jarman); "its soundness may be doubted" (Jackson and Gosset); "the decision seems open to question" (Wolstenholme, Brinton, and Cherry); and "it is conceived that the proposition is no legitimate conclusion from the Act, and that it cannot safely be acted upon" (Hood and Challis). Various reasons are given in Sweet's Precedents in Conveyancing for reviewing the decision, and it is elaborately considered, with many reasons for its disapproval, in Williams on Vendors and Purchasers, where the author goes so far as to submit that it is "clearly wrong," it being "utterly absurd that a mere recital of a grantor's seisin in fee in a deed twenty-five years old should avail to deprive the purchaser of his right to investigate the earlier title." Under these circumstances it is much to be hoped that the whole question may be brought without delay before the Court of Appeal, and an authoritative decision given for the guidance and protection of both vendors and purchasers for the future. There has, perhaps, been too great a tendency to take the ruling of the learned Vice-Chancellor beyond the exact circumstances of the case; but he undoubtedly held that a recital of seisin in fee simple in possession was a sufficient recital of a fact within the sub-section to oust the right of a purchaser to a forty years' title. It is material to remember that seisin may be either a fact or a deduction from a series of facts, and that, whilst "private right of ownership is a matter of fact, it may be the result also of matter of law"; *Cooper v. Phibbs* (L. R. 2 H. L. 171). Moreover, reliance (as on a recital of fact) could not be placed in this connection on a recital that a grantor was "seised or otherwise well and sufficiently entitled for an estate of inheritance in possession free from all incumbrances": *Heath v. Creelock* (L. R. 10 Ch. App. 22). Such a recital is not even a representation that a grantor has the legal estate. In the case of *Re Wallis and Grout's Contract* (*ubi suprd.*), the recital in a deed of 1882 was that, by a mortgage in 1878, certain hereditaments were granted unto and to the use of a mortgagee, his heirs and assigns; and the vendor, relying on *Bolton v. London School Board*, had declined to furnish any title prior to the conveyance of 1882. Reference, probably, was made to *Re Marsh and Earl Granville* (31 W. R. 239, 845, L. R. 24 Ch. D. 11); but there appears to be singularly little direct authority on the sub-section in question.

The English Bar in India.

WE HAVE reason to believe that about the middle of the last century large fortunes were accumulated with tolerable rapidity by the small number of gentlemen who formed the English bar at Calcutta. It may seem strange that English barristers did not resort in greater numbers to India, considering the over-crowded state of the profession in their own country. But banishment to the torrid zone was in those days more unpopular than it is at present. Many devices which now mitigate the heat of the climate, preserve health, and prolong life were then unknown. The late Earl of ELDON, when appointed Governor-General in 1862, spoke of the risk to his life owing to the insalubrity of the climate, and upon his death in the following year, it is said that the Queen shrank from signing the patent appointing his successor, as it seemed like a death warrant. As was said by Lord MACAULAY in his essay on WARREN HASTINGS, "No English barrister will work, fifteen thousand miles from all his friends, with the thermometer at ninety-six in the shade, for the emoluments which will content him in chambers that overlook the Thames." It is scarcely necessary to say that things have changed since the days of Lord MACAULAY, and that English judges and barristers can discharge their duties in India with little more risk to their health than is caused by the damp and foggy winters, and harsh, ungenial springs of their own country. But new difficulties face those who seek their fortunes in India. The *Law List* for 1906 shows that, while there are more than

100 members of the English bar practising at Calcutta, less than one half of them are Englishmen. In Bombay, where there are nearly eighty barristers, the proportion of native practitioners is at least as large. This competition is not likely to decrease, and the time may come when the English barrister will not, without the aid of the strongest connections, face the inconveniences of a prolonged exile from his own country.

The Position of the County Court.

AN ARTICLE by Mr. FRANCIS K. MUNTON in the current number of the *Law Magazine* on "Ought the County Court to be Made a Branch of the High Court?" suggests that there may be more in a name than is commonly allowed. To call the local civil tribunals of the country county courts gives no hint as to their real position, and it simply incorporates a misleading analogy with the county court of an earlier day. Mr. MUNTON points out that, long before 1846, when the modern county court was established, Lord BROUGHAM promoted a measure having for its object the erection of "local district courts" for claims up to £100. Had this title been selected when the Act of 1846 was passed, it is very likely, says Mr. MUNTON, that "long ere this, when jurisdiction was being increased so that it ran side by side with the High Court, it would have been merged in a district branch of the latter." It is quite possible that a more suitable name for the local courts would have contributed to their earlier correlation with the High Court. In point of fact, the county court has increased in relative importance as fast as if it had originally been established upon a higher basis. "The general principle," says Mr. MUNTON, "has been to pitchfork all otherwise unprovided-for legal business into the county court, greatly to the detriment of its original purpose. This has been done regardless of the absence of needful increased machinery and also without augmenting the judges' salaries." Considering the jurisdiction which county courts have in bankruptcy and winding up, in admiralty, and in workmen's compensation cases, besides their ordinary jurisdiction, now extended to £100, it is clear that the court is a substantial element in our system of judicature, and its increase in importance is reflected in the present personnel of the county court bench. Mr. MUNTON submits that the suggestion of amalgamation is doubly forcible now that the jurisdiction of the county court is barely distinguishable from that of the High Court, and it would seem that such amalgamation is only a question of time.

Unilateral Contracts.

THE SCHEME proposed by the North British and Mercantile Insurance Co. for the issue of policies in that company to the majority of British policy-holders in the Mutual Life Insurance Co. of New York, in exchange for their existing policies, is, of course, only possible in the case of a contract like that in a life policy—a unilateral contract, which binds the insurer, in consideration of annual payments, to pay to the person for whose benefit the insurance is made a certain sum of money on the death of the person whose life is insured, but does not bind anyone to continue making these annual payments. It follows that the policy-holder may at any time discontinue the payments and effect an insurance on his life in another company. Unilateral contracts are tolerably numerous, and the English law allows them to be enforced without following the example of foreign States which deal with them by express enactment. The Code Napoleon gives several definitions of different contracts: "A contract is synallagmatical or bilateral when the contractors bind themselves mutually, one of them towards the other." "It is unilateral when it binds one person or several towards one other, or several others, without any engagement being made on the part of the latter." "It is commutative when each of the parties binds himself to give or do a thing which is regarded as the equivalent for that which is done for him. When the equivalent consists in the chance of gain or loss for each of the parties in consequence of an uncertain event, the contract is aleatory." An English lawyer will be tempted to ask whether these distinctions are merely academical, and he will not be surprised to hear that French commentators have criticized them as useless from a practical point of view.

Right of Member of a Government to Practise in the Law Courts.

THE QUESTION often arises, when a person has been commissioned or authorized to fill a public situation or perform any public duty, whether it is an implied term of his appointment that he shall devote all his time and attention to the duties of his office? Members of the English Cabinet have occasionally, like Mr. SPENCER PERCEVAL and Mr. HENRY MATHEWS, retired from their practice at the bar at the time of taking office, though a subordinate minister was not long ago allowed to remain a member of a firm of stockbrokers. The law officers of the Crown were for a long time permitted to add the labours of a lucrative private practice to their onerous duties on behalf of the Government at the bar and in Parliament. The attention of the House of Commons in Ontario has quite recently been directed to the matter to which we have referred, and it has affirmed, by a majority of forty-five, the principle that public business should have the first claim upon the time and attention of members of the Cabinet, and that permanent officials of the Government should give to the performance of the duties of their respective offices their whole time and attention. The form of the resolution was that it was inexpedient that any member of the Government, or deputy head of a department, should practise in the courts presided over by judges appointed by the Dominion Government. The resolution was said to be aimed at the Postmaster-General, who vigorously defended the right of a member of the Cabinet belonging to the legal profession to enjoy the same privileges of attending to his private business in his spare time as any other member of the Cabinet who belonged to any other profession or was engaged in business. Those who supported the resolution contended that the Postmaster-General in following his profession was acting contrary to the practice and custom of the English Parliament. We think that few persons will regret that this practice has been adopted, though it may occasionally deprive the State of the services of a man thoroughly competent, but unfortunately without private means.

Criminating Evidence.

WE HAVE no wish to express any opinion as to the result of the inquiries of the commission upon the army contracts in South Africa; but we would refer to it as an example of the growing tendency in this country to disregard the maxim "*nemo tenetur ipsum accusare.*" The year 1898 was marked by a great change in the law, enabling a person charged with an offence to be called as a witness on his own application, and though he cannot be compelled to enter the witness-box against his will, he must be well aware that his unwillingness to submit himself to cross-examination will be the subject of unfavourable comment. The examination of a bankrupt is pursued with little regard to the fact that his answers may have a tendency to criminate him, and the same remark applies to inquiries under the Corrupt Practices Acts. Little sympathy is likely to be felt for an official in a responsible position who should object to make a full answer as to the manner in which he had performed his important duties.

Absolute Titles.

WE PRINTED, ante, p. 438, a letter from a correspondent who drew attention to a statement attributed to Mr. EYV, K.C., in a case of *Re J. W. Clark (Deceased)* (reported 54 WEEKLY REPORTER, 386), that a conveyancing counsel to the court had refused to accept an absolute title registered at the Land Registry, and insisted on investigating such title. We observe that the case is now reported in the current number of the Law Reports (1906, 1 Ch. 615), where, at p. 621, Mr. EYV's words are given as being that "if there had been no fund in court, the applicants would have accepted an absolute title without employing counsel to examine it." We have reason to believe that this accurately reproduces Mr. EYV's remark, and also that the only requisition made by the conveyancing counsel to whom the case was referred consisted of a request for particulars of a covenant as to roads, and as to leases referred to on the register, which should apparently have been supplied by the vendor in the first instance.

A Vendor's Right of Rescission.

The recent decision of FARWELL, J., in *Quinon v. Horne* (1906, 1 Ch. 596) is an interesting example of the restriction which the court places upon the usual condition of sale which enables a vendor to rescind upon an objection or requisition being made which he is "unable or unwilling to remove or comply with"; and, with the decision of the Court of Appeal in *Re Jackson and Haden's Contract* (54 W. R. 534; 1906, 1 Ch. 412), upon which we commented recently (*ante*, p. 435), it shews that a vendor cannot make use of the condition to save himself from taking the ordinary steps to make a title to the purchaser. In the former of these two cases the vendor claimed to rescind because the purchaser raised a requisition on a point essential to the title, and upon which the vendor was in a position to furnish information, though he was unwilling to do so; in the latter, the vendor had failed to disclose in the conditions that he had no title to part of the property, and then claimed to rescind when the purchaser required an abstract of title to this part to be furnished. In each case it was held that the vendor was seeking to make an improper use of the condition, and that no right of rescission had arisen.

An early statement as to the unwillingness of the court to let the condition operate according to its literal terms is to be found in the judgment of TURNER, L.J., in *Duddell v. Simpson* (L. R. 2 Ch., p. 107). "I think," said he, "that in a case where the vendor annuls the contract on the ground of unwillingness, he must show some reasonable ground for unwillingness; thus, for instance, he may show that if he proceeds to comply with a requisition, he will be involved in expenses far beyond what he ever contemplated, or be involved in litigation and expense which he never contemplated, and for avoiding which he reserved to himself the power of annulling the contract"; and he went on to observe that to allow a vendor, upon a condition of this description, to annul a contract *brevi manu*, without attempting to answer the purchaser's requisitions, would be opposed both to principle and authority. It would, in fact, be giving the vendor the power of saying that, notwithstanding the contract, there should be no sale at all. It is not enough that the vendor should be "unwilling" to comply with the requisition. The relation of vendor and purchaser itself introduces an essential qualification, and the vendor must shew that there is reason for his unwillingness. To this effect is the *dictum* of JAMES, L.J., in *Mawson v. Fletcher* (L. R. 6 Ch., p. 94): "It is true that the vendors could not make such a contract, and avail themselves arbitrarily of this condition to put an end to it; but in this case it is impossible not to see that they would be involved in very considerable trouble and expense by such an inquiry as would be necessary." Similarly in *Re Dames and Wood* (29 Ch. D., p. 630) COTTON, L.J., though he seems to have doubted whether unreasonableness was a question for the court, admitted that the cases laid down that a vendor could not avail himself of such a condition arbitrarily, or unless he shewed some reasonable ground for his unwillingness to answer the requisitions.

The same learned judge again suggested in *Re Glenton and Saunders* (53 L. T. 434) a doubt whether the court was right in putting any limitation on the word "unwilling," though he did not question the effect of the authorities. "The result of the authorities," he said, "is that a vendor cannot capriciously avail himself of such a condition as this, and in the recent case of *Re Dames and Wood* we doubted whether even that was right." In *Re Starr-Boukett Building Society and Sibun's Contract* (42 Ch. D. 375, p. 383) CHITTY, J., after referring to this passage and to the judgments of LINOLEY and BOWEN, L.J.J., in the same case, concluded: "I take it, therefore, that there is some limitation to be put upon the meaning of the term 'unwilling,' as something has to be added to it, and I take it now to be established sufficiently to bind me by that case that, although the contract is in terms that the vendor may rescind if unwilling to comply with the requisitions, still, if it be shewn that he is acting capriciously, the power is not well exercised, and there is an expression to the effect that if it is not reasonable the power is not validly exercised"; though, since the Court of Appeal had held in *Re Glenton and Saunders*

that the vendor was not bound to state his reasons to the purchaser, the test of unreasonableness is not an easy one for the purchaser to apply. But the purchaser's difficulty did not produce any modification of the rule when the *Starr-Boukett case* went to the Court of Appeal. "The only question," said COTTON, L.J., "is whether the vendors had acted arbitrarily or capriciously in rescinding the contract. It has been decided that the vendor is not bound to state to the purchaser the reason why he is unable or unwilling to comply with the requisitions, and though there may be some objection to the form of this notice, the question whether the vendors have acted arbitrarily or capriciously must be tried, not by the consideration whether the notice was in a correct form, but whether upon the facts their conduct had been arbitrary or capricious." And the rule was shortly stated by LOPEZ, L.J., in the words, "[The condition] gave the vendors a right to rescind, provided it was not done capriciously, and provided the unwillingness or inability was reasonable; and further, it has been held that the grounds for rescinding need not be communicated to the purchaser."

While, then, it is clear that the condition authorizing rescission on the ground of unwillingness to comply with a requisition is subject to the limitation that the unwillingness must not be arbitrary or capricious, this rule leaves considerable room for doubt as to its application in particular cases. In the recent case of *Quinon v. Horne* the trustee under a will was selling under a trust for sale. Property was devised by the will in trust for the testator's niece, then a spinster, for life, and after her death upon trust to sell and divide the proceeds among her children, but if she died without leaving a child, then upon trust to convey the property to her two brothers as tenants in common. The tenant for life had married and died, and the title of the vendor to sell under the trust for sale depended, of course, upon her having left a child. The purchaser, by his requisitions, inquired what children survived her, and what were their names and addresses. The vendor replied that she left six children surviving her, and upon being pressed for a further answer, he gave the names of the six children, but not their addresses. The purchaser pressed for the date of the birth of any one child living at the tenant for life's death in order to obtain a certificate of birth to prove that the trust for sale had arisen. The vendor's solicitor replied that he had not the information as to the dates and places of birth of the tenant for life's children in his possession, and that he could not see that it in any way concerned the purchaser. At this last sentence FARWELL, J., not unnaturally expressed surprise. "The dates and places of birth of Mr. WELLS' children were, of course, immaterial in themselves, but most material as leading up to evidence which obviously the purchaser was intending to procure for himself to shew that there were such children living at the death of the tenant for life, so that the trust for sale had arisen." Upon the purchaser continuing to press for the information, the vendor gave notice to rescind the sale.

In the present case no question arose as to the vendor not being bound to give reasons for his refusal to comply with the requisition. Such reasons as he had were given in the course of the action. They were, that he had not in his possession any information as to the date and place of birth of any of the tenant for life's children; that the information was not necessary; and that, having instructions from the beneficiaries to avoid all unnecessary expense, he had rescinded for the purpose of avoiding the expense of getting the information. It appeared, however, that at the time of the correspondence between the vendor and purchaser's solicitors, the vendor's solicitor knew the address in Belgium of one of the children, and also the address of the solicitors in London who acted for the other children. Although, then, the vendor had not the information asked for, yet he had other information which, if communicated to the purchaser, would have enabled him to obtain the evidence required to complete the title. It is not surprising that under these circumstances FARWELL, J., held that the case was not within the scope of the rescission clause. "I do not see," he said, "how in this case the rescission could be otherwise than arbitrary and wholly without reasonable cause." It had been contended that the vendor's conduct was

neither arbitrary nor capricious, because he had acted honestly and under legal advice; but the learned judge, though he admitted the vendor's *bona fides*, held that a rescission based upon a fear of expense which had no foundation was to be treated as arbitrary. The words "arbitrary" and "capricious" are not always easy to apply, and possibly neither of them fits very exactly the present case. But at any rate it is not safe for a vendor to refuse to give the purchaser information which is in his possession and which may assist the purchaser in clearing up the title.

In *Re Jackson and Haden's Contract (supra)* the failure on the part of the vendor to perform his duty towards the purchaser was of a different nature. The contract for sale of property referred to the property without noticing that the minerals were not in the vendors' ownership. The abstract shewed that they had been reserved upon a grant to a predecessor in title of the vendors, and the vendors believed it to be well known in the district that the reservation was usual. The purchaser, however, did not know this, and insisted on delivery of a supplemental abstract of title to the minerals. The vendors thereupon claimed to rescind, but their claim was disallowed by the Court of Appeal upon the ground that the vendors had failed in the performance of their duty to state accurately to the purchaser the nature of the property which he was buying. The court, as is well known, recognizes that conditions of sale are drawn in the interests of vendors, but if the vendor wishes them to be effectual, he must put the purchaser in the position of forming his own opinion as to the property for which he is bidding. If he fails to do this, he cannot rely upon conditions which give him the power to rescind the contract.

Dissolved Corporations and Trust Estates.

CONFICTING judicial decisions have recently been given on the question of vesting in the rightful owner property, which was vested in a corporation, as a trustee, before its dissolution, and cannot now be formally assured by the corporation. The case has been treated by FARWELL, J., and WARRINGTON, J., as falling within sections 25, 26 and 35 of the Trustee Act, 1893: *Re General Accident Assurance Corporation* (1904, 1 Ch. 147), *Re Richard Mills & Co.* (1905, W. N. 36), *Re No. 9, Bomore-road* (1906, 1 Ch. 359). In the first two cases FARWELL, J., held that the case fell within the words of section 26 (ii.) (e), "cannot be found"; in the last-mentioned case WARRINGTON, J., held that the case was one in which new trustees could be appointed under section 25, and that a vesting order could therefore be made under section 26 (i.). BUCKLEY, J., on the contrary, held that the case of a dissolved corporation having been a trustee before its dissolution had not been thought of by the framers of the Trustee Act, 1893, and had not been provided for in that Act: *Re Taylor's Agreement Trusts* (1904, 2 Ch. 737). BUCKLEY, J., also thought he could not make any vesting order under the Trustee Act, 1893, which would bind the Crown, while WARRINGTON, J., considered that it would "be a mere idle form to give the Crown notice," and FARWELL, J., in one case (*Re General Accident Assurance Corporation*) made the vesting order without reference to any rights of the Crown, but in the other (*Re Richard Mills & Co.*) expressly directed that notice should be given to the Crown as a condition of the order being finally completed. *Re Taylor's Agreement Trusts* related to a patent, and the other cases above referred to related to freehold land, leasehold land, and a covenant to surrender copyhold land, and in *Re No. 9, Bomore-road* WARRINGTON, J., also referred to, and relied upon, an unreported case in which the property was realty. The nature of the property, or the distinction between realty and personalty, do not appear to have been regarded as material to any of the decisions, though WARRINGTON, J., thought that the case before BUCKLEY, J., might be distinguishable as relating to a patent.

It is remarkable that throughout the legislation relating to escheat, whether of trust or beneficial estates, no mention is made of the case of a corporation being dissolved. The first Escheat Act was 4 & 5 Will. 4, c. 23, "An Act for the amendment of the law relative to the escheat and forfeiture of real and

personal property holden in trust"; from sections 2 and 3 of this Act were taken sections 15, 19, and 46 of the Trustee Act, 1850, and these enactments are now replaced by sections 26, 29, and 48 of the Trustee Act, 1893. The Intestate Estates Act, 1884 (47 & 48 Vict. c. 71), by which the law of escheat applies to equitable interests in corporeal hereditaments, and also to legal interests in incorporeal hereditaments, likewise contains no mention of a dissolved corporation. Possibly the reason of this is to be found in the doubt which still exists as to whether the land of a dissolved corporation does escheat to the Crown, though the better opinion is that escheat takes place: see Co. Litt. 13b, Hargrave's note; Gray on *Perpetuities* (2nd ed.) 43; Williams V. & P. ii., 871. Although neither the Act of 1884 above referred to, which first enabled trust estates which would otherwise have escheated to be conveyed, nor the Trustee Acts of 1850 or 1893, by which the court may appoint new trustees and make vesting orders, expressly refer to dissolved corporations, yet the Trustee Act of 1850 did contain a new enactment—not to be found in the Act of 1884, and only to be found in a rudimentary form in the old Trustee Act of 1830 (4 Geo. 4 & 1 Will. 4, c. 60)—which appears in a developed form in the Trustee Act, 1893, and does in fact bridge over the difficulty caused by the absence of all mention of a dissolved corporation's land in the legislation relating to escheat. The enactment referred to is section 32 of the Trustee Act, 1850, by which the court is enabled to appoint a new trustee, now reproduced and amplified in section 25 of the Trustee Act, 1893; the power may, in particular, be exercised "although there is no existing trustee." Now in neither of the cases before FARWELL, J. (*Re General Accident Assurance Corporation* and *Re Richard Mills & Co.*), was an order appointing new trustees made. Had such an order been made, the vesting order might have then been made under sub-section (i.) of section 26, as was done in the case before WARRINGTON, J. (*Re No. 9, Bomore-road*), and the decision would not then have been open to the criticism of BUCKLEY, J., as to a trustee who "cannot be found." BUCKLEY, J., in *Re Taylor's Agreement Trusts* would have adopted this course—first appointing new trustees, and then making a vesting order—had he not held that the Crown was not bound by the Trustee Act, 1893. But for the view that new trustees could not be appointed, the decision of BUCKLEY, J., would have been in accord with the subsequent decision of WARRINGTON, J., and also (though for different reasons) with the previous decision of FARWELL, J.

This view, however—that the Crown is not bound by the Trustee Act, 1893, and therefore new trustees could not be appointed when a corporation has been dissolved without conveying away its trust property—seems to be due to a disregard of the history and objects of the vesting clauses of the Trustee Acts. Although the express references to the case of land which would otherwise escheat contained in the title and preamble of the Act of 1884 (4 & 5 Will. 4, c. 23) were not contained in the Trustee Act, 1850, and are not now to be found in the Trustee Act, 1893, yet the fact that under the latter Acts the death of a trustee intestate, and without heirs, enables the court to make a vesting order, shews conclusively that the very object of the enactment is to exclude the rights of the Crown, to whom the land would ordinarily—but for the enactments—have escheated. Hence it is hardly correct to say that the Crown is not bound by the Trustee Act, 1893, seeing that the Crown's strict rights are directly affected. Moreover, the purpose of the vesting clauses in the Trustee Acts is, as above stated, to anticipate the ordinary and natural result of trust property being left without a legal owner: in the case of land it would escheat, and in the case of personalty it might be claimed by the Crown as *bona vacantia*. The question as to who would be entitled, but for the vesting order, is not touched by the enactments, and their scheme is simply to ensure that trust property without a legal owner shall be properly secured by being forthwith vested in a new owner. BUCKLEY, J., thought it right to go into the question of the legal ownership of the trust property, and assumed it was in the Crown, so that a vesting order could not be made nor a new trustee appointed. But for this question, of where the legal ownership was, having been considered, new trustees would have been appointed under section 25—there being no existing

trustee, and it being impracticable to appoint a new trustee without the aid of the court—and a consequential vesting order would have been made under section 26 (i).

It is submitted, on the whole, that the criticism made by BUCKLEY, J., on FARWELL, J.'s, reasoning is justified, though the decision of FARWELL, J., was right; on the other hand, both the decision and reasoning of WARRINGTON, J., seem to be right—the reasoning being that partly adopted by BUCKLEY, J., and the decision being that of FARWELL, J.

It is of some interest to note that a Colonial court, confronted with the conflicting decisions of FARWELL, J., and BUCKLEY, J., preferred to follow the former, and made an order vesting freehold land of a dissolved corporation in the person equitably entitled: *Re Clarke and Solomons' Agreement Trusts* (1905, 5 S. R. (N. S. W.) 498).

Sir John Hollams' "Jottings."*

THE long-looked-for book of Sir JOHN HOLLAMS' reminiscences differs widely from the ordinary autobiography. There is very little about the writer, save in connection with the important cases in which he has been engaged; there is nothing about certain living legal personages with regard to whom one would greatly like to have the author's candid opinion. On the other hand, there is a great deal about the judges and leading counsel of from twenty to forty years ago, and there are, as might be expected, suggestions of much value with reference to procedure and other portions of our legal system. The author commences his book by stating that his object is to call attention to the changes which have taken place during the period he can recall, with the idea that the consideration of what has been done may stimulate attention to improvements yet needed. It is the suggestion of these further improvements which constitutes the most important part of the book. The author's remarks are by no means of the drastic character we rather anticipated; we recall a conversation with him many years ago in which he strongly advocated the entire abolition of the law of bankruptcy, and adduced cogent reasons to shew the advantage to the mercantile community of the adoption of such a course. It may be that, like his friend Lord BRAMWELL, he was not averse to a little paradoxical talk now and then. At all events, the contrast between the old and new systems of procedure which Sir JOHN HOLLAMS draws in his book is marked by great shrewdness, moderation, and calm judgment, and it ought to receive the careful attention of the authorities whose business it is to look after the working of our procedure.

The picture of the old system contained in this book is lurid as regards cost and delay to the suitor, but so brilliant as to profits of practitioners as to make the mouths of counsel and solicitors of the present day water. We read of pleadings, the record of which, if unrolled, would reach from Gray's-inn to the Temple; of briefs to counsel for every order for a special jury; of upwards of two hundred briefs, each with a fee of half a guinea, being delivered in one day to a barrister in ejectment proceedings to move for judgment against the casual ejector; of bills in Chancery of huge length frequently accompanied by elaborate and detailed schedules setting out accounts or other general matter; of everyone who had a scintilla of interest in the estate in question in Chancery being made a party and being represented by separate counsel on every application to the court; of the Bill of Discovery, which had to be filed in the Court of Chancery by a defendant in a common law action who desired to see books or documents in his opponent's possession, and of cases in which actions at common law were stayed for years, first pending a hearing in court before the Vice-Chancellor as to the sufficiency of the answer as to documents and objection to their production, and subsequently by successive appeals to the Lord Chancellor, and from him to the House of Lords on that point.

There is much, by the way, in this story of the old system which is novel to us. For instance, the author says that solicitors in Chancery proceedings had to employ certain nondescript officials who were called "Clerks in Court," who sat in small boxes in a large room in Chancery-lane, and were paid by the solicitors instructing them. They were, he says, supposed to be experts as to practice, but were of no use to an experienced solicitor. Again, we were not aware that we owe to Sir JOHN HOLLAMS the practice of dividing affidavits into paragraphs, each numbered. It appears that he had on one occasion to prepare some affidavits in a hurry, and with a view to conciseness and ease of reference, prepared them in short paragraphs, each numbered. When these affidavits came before Vice-Chancellor TURNER, he expressed strong approval of the way in which they were prepared, and soon afterwards the course adopted by Mr. HOLLAMS became the rule.

There were, however, redeeming features in the old procedure and courts. The judges (in the common law courts, at all events) were, says the author, "much more reticent than in more modern times," and trials did not occupy anything like the time they now take. "It used to be the exception for a jury case to occupy more than one day. Now a seriously contested case is seldom concluded in a day." And, costly as was legal procedure in the old days, it was generally possible then to give a reasonable estimate as to the time within which the litigation must end and the expense which it might involve. Under the new system this cannot be done.

It is the enormous cost of trials, frequently very disproportionate to the pecuniary importance of the case, and the "gambling element" connected with appeals to which Sir JOHN HOLLAMS points as the leading defects of the new system. As he says, "almost every decision is subject to the risk of appeal to the Court of Appeal, and from that court to the House of Lords, and these successive appeals may conceivably happen more than once in the same case. The practical mischief from this unrestricted right of appeal arises from the modern system, introduced by the courts without express legislative authority, of allowing the successful appellant the cost of the appeal and of the decision appealed from. Formerly this was unheard of, and consequently, even when there was power to appeal, it was not exercised, for the unsuccessful litigant knew that, even if the appeal should be successful, he would have to pay his own costs, and, if it was unsuccessful, the costs of his opponent also." The author expresses his opinion that the great majority of litigants would be content with a patient hearing before a judge and to abide by his decision. Sir JOHN HOLLAMS might have added, as one of the evils of the present system, that the tendency of the institution of a largely-manned Court of Appeal is constantly to deplete the High Court of its most experienced and competent judges, and so to encourage appeals from the decisions of their successors.

With regard to other matters, there is a valuable chapter on the administration of justice in the provinces, in which the circuit system is discussed and suggestions for its alteration are made. With regard to the county courts, Sir JOHN HOLLAMS' view is—in accordance with what is understood to be the opinion of the present Lord Chancellor—that they should be branches of the High Court.

We have left ourselves little space to refer to the author's interesting reminiscences of deceased judges. We observe with pleasure that he does full justice to Chief Justice ERLE, who always seemed to us one of the finest examples of what an English judge ought to be, and to Mr. Justice WILLES, whom it seems rather to be the fashion nowadays for members of the common law bar to disparage; but, for some reason or other he does not seem to appreciate the extraordinary powers as a judge of Sir GEORGE JESSEL. Lord CAMPBELL was obviously the author's *bête noire*; and, indeed, we fancy that that "canny" judge had few admirers among legal practitioners.

In the last chapter we come upon a very short sketch of Sir JOHN HOLLAMS' honourable career. It appears that, when he was under the age of forty, he was offered the appointment of Solicitor to the Admiralty, and was more than once asked if he would accept the office of chief clerk in Chancery. He concludes his book with the remark, "I have never had a serious personal difference with anyone, and have never been a party to a law suit. I may be said to have been fortunate, but I believe that the road to such success as I have had is open to any young man entering the profession who may choose to follow it, and devote himself to legitimate professional work, and abstain from money-lending, company promoting, financing builders, and speculative business, and give constant, careful, and anxious thought and attention to the professional business from time to time entrusted to him." Wise words these; but should it not be added that brains are also necessary to a success such as that attained by the writer?

The Lord Chief Justice has taken over the lists of summonses and cases in the Commercial Court during the absence of Mr. Justice Walton at the Worcester Parliamentary election petition.

It is announced that the Royal Commission which is to inquire into the administration of the police in the West-end of London is to consist of Mr. A. Lyttelton, the ex-Colonial Secretary, the chairman; Mr. W. H. Dickinson, M.P., former chairman of the London County Council; Mr. Rufus Isaacs, K.C., M.P.; Mr. D. Brynmor Jones, M.P., a former county court judge; and Mr. C. A. Whitmore, ex-M.P. for Chelsea. The Bill to facilitate the proceedings of the commissioners proposes to give them all such powers, rights, and privileges as are vested in the High Court in respect of the enforcing of the attendance of witnesses and examining them on oath, the compelling of the production of documents, and the punishing of persons guilty of contempt; and also provides that a warrant authorising the imprisonment of an offender for a period not exceeding three months shall be signed by one or more of the commissioners, and also that every person who on examination on oath wilfully gives false evidence shall be liable to the penalties for perjury; and also that persons may appear before the commissioners by counsel or solicitor.

* *Jottings of an Old Solicitor.* By Sir John Hollams. John Murray.

Reviews.

Deeds.

A TREATISE ON DEEDS. By ROBERT F. NORTON, K.C.; assisted by R. H. DUN and DIGBY L. F. KOE, Barristers-at-Law. FOUNDED UPON, AND IN LIEU OF A SECOND EDITION, RULES FOR THE INTERPRETATION OF DEEDS. By H. W. ELPHINSTONE, now Sir HOWARD W. ELPHINSTONE, Bart., and one of the Conveyancing Counsel of the Court; THE AUTHOR; and JAMES WILLIAM CLARK, K.C. Sweet & Maxwell (Limited).

The contrast in size and outward appearance between this book and the work on which it is founded aptly represents the change which has been made in its contents. The book has been practically reconstructed. Not merely have the chapters been arranged in logical sequence, but a large amount of new matter has been added, and most of the old matter has been re-written and re-arranged; and the various rules and illustrations are stated in phraseology which is singularly direct, clear, and concise. The work, indeed, in its new form is one of the few law books which are both learned and interesting. Any lawyer will find its perusal a pleasant occupation in vacant hours, and one who consults it upon a particular point will be tempted to continue his perusal, at all events to the end of the chapter. The somewhat dry bones of the original book—great as was the learning and labour bestowed on it, and valuable as it was both as a statement of principles of construction and as an index to the cases—have been made to live in more attractive form.

This, however, is not the chief merit of the present book. A more important matter is that the mass of decisions and authorities cited in the original issue have been considered with admirable patience and skill. The judgments are sifted; their bearing on the matter in hand is stated; conflicting decisions are weighed, and short extracts are frequently given from the portions of judgments which state principles. Mr. Norton says in his preface that, while he has endeavoured to state the law as it is to be found in the decided cases, except in a very few instances, he has not thought it part of his duty to criticize the law so found. A good deal of criticism and analytical skill is, however, often necessary in order to ascertain what the law is, and in this respect no pains appear to have been spared.

The book begins with a chapter on "The Form and Execution of Deeds"—a matter which in the original work was largely left to be gathered from other sources indicated in a footnote. This chapter, besides a full discussion of the essentials of a deed, includes a statement of the law as to escrows, in which we observe that the doubt expressed by Coleridge, J., in a case on circuit (*Doe v. Barnett*, 8 C. & P. 124), as to whether an instrument delivered on condition that the grantee should not have it until the grantor's death could operate as an escrow, is queried. The chapter also shortly discusses the question of relief against a deed delivered on the faith of others executing it, as to which we miss a reference to *Peto v. Peto* (16 Sim. 590). Then follow a statement of the rules as to disclaimer by the grantee; attestation; execution on behalf of a lunatic and by attorney; enrolment and the distinction between indentures and deeds-poll; and here we have a caution which, according to our experience, is much needed. The author says (p. 23): "There does, however, appear to be a distinction which is still of importance between deeds made *inter partes* and deeds not so made, for it is a rule of law that no person can sue on a covenant made with him in a deed made *inter partes*, unless he be a party to such deed, and this is the case even if he execute the deed." Then follow the ancient and modern authorities for the proposition, and the chapter concludes with the subject of counterparts.

We have referred at some length to the contents of the first chapter, which is mainly new, in order to shew the thoroughness with which each subject is investigated. There are many other chapters which we should like to discuss in detail—particularly that on "Ambiguities, Equivocations, Inaccuracies"—which deals admirably with a difficult subject; that on "Resulting Uses and Trusts—Estates by Implication," which contains in a terse form a statement of the rule against perpetuities, and that relative to "Covenants in Restraint of Trade," which gives in tabulated form the covenants which have been held to be reasonable, stating in separate columns the trade, duration, area, and the authority for the decision as to reasonableness. But the limits of our space will not admit of lengthened discussion of the doctrines laid down in these admirable chapters. We must not, however, omit to call attention to the last short chapter, which deals with the subject of "Deeds to which Foreigners are Parties," and which we think is new. The law as to this matter is summed up in a series of propositions, taken from judgments of Lord Lindley, Willes, J., and Cozens-Hardy, L.J., each followed by examples and qualifications.

This division of the matter into rules, followed by examples and qualifications, is a feature of the present book, as it was of its predecessor, and it conduced no little to convenient reference and orderly

arrangement of matter. On the whole, we place this work in the first rank of legal treatises, and we advise every one who has to deal with the construction of deeds to have it on his shelves.

Vendor and Purchaser.

A TREATISE ON THE LAW OF VENDOR AND PURCHASER OF REAL ESTATE AND CHATTELS REAL. By T. CYPRIAN WILLIAMS, Barrister-at-Law, Assisted by J. F. ISELIN, Barrister-at-Law. VOL. II. Sweet & Maxwell (Limited).

Mr. Cyprian Williams has finished his great work, and the completed second volume is now in the hands of the profession. The task has been carried through with the same grasp of principle, care of detailed illustration, fearless criticism, and power of orderly arrangement which we have noted in our remarks upon the earlier portions—viz., Vol. I. and Vol. II., Part I. The new material begins with chapter 17, "Of Relative Disability in Equity"—a sequel to chapter 16, "Of Personal Incapacity"—and extends the inquiry into the region of the relative incapacity of trustees, agents, solicitors, and other persons in a fiduciary position in dealing with their beneficiaries, clients, and principals. This is a subject on which there is little new law to be considered; the only scope for independent effort is that of orderly and concise arrangement on logical principles: and the author has availed himself of this to condense into some thirty pages a complete treatise, with some incidental criticism on such august authorities as Lord Brougham, Lord St. Leonards, and the House of Lords.

The next chapter, "On the Discharge of the Contract," whether before breach or after breach, is on a different plane. We do not recollect any equivalent elsewhere for these sixty pages of subtle and comprehensive analysis of all methods of discharge from a contract, of the rights and remedies on either side arising out of it, and of discrimination between the principles applicable to each case. This and the following chapter, "On the Remedies for Breach of the Contract," are full of fearless criticism of authorities who are shewn to have overlooked the right principles or applied wrong principles to the facts before them. Among these are Cozens-Hardy, J., in *Cornwall v. Henson* (p. 916), the editors of Dart (p. 930), Farwell, J., in *Jackson v. De Kadich*, Chitty, J., in *Allgood v. Merrybent*, &c., *Railway Co.* (p. 954), Bacon, V.C., in *Hepburn v. Leather* (p. 995), the Court of Appeal in *Sanderson v. Mayor*, &c., of *Berwick-on-Tweed* (p. 1041), and Mayne on Damages (p. 1050). We would also call particular attention to the last or fifth section of the last-named chapter (pp. 1026-1057), which deals with the rights of the purchaser under the different covenants for title and the measure of damages under each of them—a subject on which it is difficult to find a complete and concise summary of the law elsewhere, with adequate illustrations. Section 4 also contains a most useful analysis and criticism of the scope of the jurisdiction under the modern vendor and purchaser summons. The subjects of the earlier sections—(1) of the rescission and resale, (2) of claiming damages under the contract, and (3) of specific performance—lend themselves less to novel disquisition, but are nevertheless admirable in treatment and suggestiveness.

But the best part of this volume is reserved to the last chapter, which deals with the sale of registered land under the Land Transfer Acts and rules. In these last one hundred pages we have, in the first place, the best hitherto published guide to the operations of the new system of land transfer, which will be invaluable to the practitioner. But we have also a most trenchant criticism of its defects and dangers—all the more serious because it is temperate and restrained, and does not appear to be actuated by any hostility to the principle of registration of title, but rather by a desire to shew that, though the present system is considered bad, a good system might well be devised; and from this point of view the chapter should be valuable to the reforming legislator. It is impossible in the space of a review to follow out in detail either the exposition or the exposure of these Acts and rules; but they shew the author as much at home in the most modern developments of the law as he has long proved himself to be in the most ancient.

The work is completed by a full table of cases (dated), table of statutes, and general index, which leave nothing to be desired. These are the work of Mr. J. F. Iselin, who has also corrected the proofs of the text and given other valuable assistance, especially in chapters 17 and 19. We may note that in his department the book is in one respect rather a "curiosity of literature"—none of the pages of the indexes being numbered. At first we scented an oversight, but on second thoughts it appears to be deliberate and reasonable; no one refers to the page of an alphabetical index or could get any assistance from it if known.

We must congratulate Mr. Williams on the completion of the work which has taken the profession—we were about to say—by storm; but that expression is not appropriate. He has come in, as it were, by descent to undisturbed possession of his seignory, and the tenants

in chivalry pay homage. Only last Saturday the *Weekly Notes* contained a report of a case in which Swinfen Eady, J., declined to follow *Bolton v. London School Board* (1878), on the ground of the criticisms offered in this book.

Local Government Law.

ENCYCLOPÆDIA OF LOCAL GOVERNMENT LAW (EXCLUSIVE OF THE METROPOLIS). Edited by JOSHUA SCHOLEFIELD, Barrister-at-Law. VOL. II.: BETTERMENT TO DISTRICT COUNCILS. Butterworth & Co.; Shaw & Sons.

In considering the merits of an encyclopædia, it is perhaps ungrateful to complain that it is subject to the defects which are inherent in a work of that character. A law treatise which deals consecutively and exhaustively with each subject comprised in it is impossible in the case of an encyclopædia; if an article on a given subject is complete, it must of necessity trench upon ground which has been allotted to some other heading; the result is that under each heading a part only of the subject is dealt with. For instance, in the present volume, under the title "Board of Agriculture and Fisheries," the constitution of that board (a matter of minor importance) is carefully described, but for its powers under the Inclosure and Commons Acts we are referred to the article "Commons" and for its powers as to Fisheries to the article on "Areas of Local Government," where those powers are somewhat meagrely dealt with, and naturally so, since fishery districts are not among the most important of such areas. Again, the article on "District Councils" deals mainly with their constitution, the information as to the powers and duties of these bodies being scattered up and down the work under headings relating to the subject-matters in respect of which they are exercisable.

Within its necessary limitations, the work is well done; we may instance in the present volume the article on "Betterment," by Mr. R. G. Ellis, and that on "Commons and Open Spaces" (in relation to the powers of local authorities), by Mr. F. A. Jones, as containing much useful information. The difficulty of settling the headings of the articles with a due regard to their relative importance must be considerable; we should not, however, have thought that "Bribery of Officials" was a necessary or desirable heading, or that "By Statute" was an appropriate sub-heading of that subject.

The Law of Contract.

PRINCIPLES OF THE LAW OF CONTRACT. By the late S. MARTIN LEAKE, Barrister-at-Law. FIFTH EDITION. By A. E. RANDALL, Barrister-at-Law. Stevens & Sons (Limited).

The speedy appearance of another edition of this excellent treatise shews that the care bestowed upon it by the present editor has been appreciated by the profession. The principles of the law of contract are not difficult to state in outline, but their application under the various circumstances of mercantile and social life has produced a vast mass of case and statute law, and however valuable principle may be, the exigencies of practice do not admit of any omission of authorities. Hence the problem which has to be faced by the commentator on such a fundamental subject as the law of contract is how to prevent his statement of principles from being so overloaded by details of reference as to lose their clearness. This is a problem which the late Mr. Leake and the present editor, Mr. A. E. Randall, have solved with marked success, and the work is a conspicuous example of lucid exposition. The present edition bears continual evidence of the growth of the law; and in such a section, for instance, as that on the contractual capacity of married women and the effect of judgments against them, the course of recent statutes and recent decisions is completely and concisely stated; and the same is true of the Money-lenders Act, 1900, which has been transferred to the chapter on Illegality, where other cases of the statutory regulations of trades and professions are dealt with. In Part IV., Chapter XI., the statement of the application of the Statute of Limitations to contract is another example of the successful marshalling of authorities, and in Chapter I. of Part VI. the assignments of contracts and the effect of notice in giving priority has required a careful examination of recent cases. Leake on Contracts in the present edition will hold its place as one of the most useful works on this subject.

Real Property.

THE MODERN LAW OF REAL PROPERTY; WITH AN APPENDIX CONTAINING THE VENDOR AND PURCHASER ACT, 1874, THE CONVEYANCING ACTS, 1881 TO 1892, THE SETTLED LAND ACTS, 1882 TO 1890, THE MARRIED WOMEN'S PROPERTY ACTS, 1882 AND 1893, THE TRUSTEE ACT, 1893, ss. 10-12, AND THE LAND TRANSFER ACT, 1897 (PART I.). By the late LOUIS GOODEVE. FIFTH EDITION. By Sir HOWARD WARBURTON ELPHINSTONE, Bart., M.A.,

one of the Conveyancing Counsel of the Court, and FREDERICK TRENTHAM MAW, B.A., LL.B., Barrister-at-Law. Sweet & Maxwell (Limited).

The intrinsic merits of the late Mr. Goodeve's work on real property quickly secured its recognition as a standard treatise, and it has been no less fortunate in the revision to which it has been subjected in the hands of the present editors. Real Property is a branch of the law in which it is specially necessary to compare the ancient rules with their modern developments, and to student whose heart is in his work there can be no more interesting and instructive research than to trace in this edition of Goodeve the present form of rules which date back to the foundations of the common law and the modifications which have been introduced by recent statutes. A noteworthy change is the introduction of a new chapter on Perpetuities, a subject which was brought into prominence last year by the decision of Farwell, J., in *Re Ashforth* (1905, 1 Ch. 535), and of Warrington, J., and the Court of Appeal, in *Woodall v. Clifton* (1905, 2 Ch. 257), and the doctrines on the subject are carefully expounded. Separate treatment is now also accorded to Part I. of the Land Transfer Act, and the chapter in which the statutory devolution of real estate for the purpose of administration is dealt with includes a very useful sketch of the development of the law of the liability of real estate for the debts of a deceased owner. The student who masters this work will acquire a valuable conversance with the law of real property.

Administration of Estates.

THE PRACTITIONER'S GUIDE TO THE DUTIES OF EXECUTORS AND ADMINISTRATORS, FROM DEATH TO DISTRIBUTION: WITH WHICH IS INCORPORATED LAYTON & HART'S PRACTICAL GUIDE TO THE MAKING AND PROVING OF WILLS. THIRD EDITION, REVISED AND CORRECTED. By J. F. C. BENNETT, Solicitor of the Supreme Court, and E. J. EADES, Manager in the Probate and Estate Duty Department of Waterlow Bros. & Layton (Limited). Waterlow Bros. & Layton (Limited).

This work contains a large amount of well-arranged information with respect to the practice in connection with the administration of the estates of deceased persons. The making and revocation of wills, and the operation of the Wills Act, 1837, is dealt with at some length in Chapter I. The office of executor and proof of the will is then explained in the second chapter, and in due course the grant of administration and the statement of the rights and duties of personal representatives is taken up. The practical information is accompanied with copious references to the cases, many of which are stated in detail, and in such a manner, for instance, as the devolution of property in the case of commoners, the cases are very usefully stated at pp. 108-111, and the same remark applies to the quotation of cases on retainer (pp. 197-200), where, amongst others, the recent case of *Re Ambler* (1905, 1 Ch. 697) on retainer by a widow who is executrix of her husband, is duly noticed. A lengthy chapter is devoted to the discussion of death duties, and the practitioner will find in it full guidance as to this important branch of the subject. The relevant statutes and forms, and also a table of colonial death duties, are given in the Appendix.

Rates and Taxes.

RATES AND TAXES: A PRACTICAL GUIDE. By E. M. KONSTAM, Barrister-at-Law. Butterworth & Co.

Mr. Konstam is to be congratulated on having produced a useful book. We are not aware of any other work dealing, as this does, with both local rates and imperial taxes. A concise and admirably clear account is given of each imposition, the basis upon which it is assessed, the mode of collection, the exemptions from it, and such other information as is necessary to enable each ratepayer or taxpayer to ascertain the extent of his liability. The text of the relative enactments is not given. This is a defect, but to have made this addition would have largely increased the bulk of the book, and the references to statutes are frequent and complete. The index is admirable.

Books of the Week.

CIVIL JUDICIAL STATISTICS. Edited by Sir JOHN MACDONELL, C.B., LL.D., a Master of the Supreme Court. Wyman & Sons (Limited).

OUTLINE OF THE LAW OF LANDLORD AND TENANT: SIX LECTURES, DELIVERED AT THE REQUEST OF THE COUNCIL OF LEGAL EDUCATION. By EDGAR FOA, Barrister-at-Law. William Clowes & Sons (Limited).

THE ENGLISH REPORTS. VOL. LXIII.: VICE-CHANCELLOR'S COURT, VIII., CONTAINING YOUNGE AND COLLYER'S CHANCERY CASES, VOL. 2; COLLYER, VOL. 1 AND 2; DE GEX AND SMALE, VOL. 1. William Green & Sons, Edinburgh; Stevens & Sons (Limited).

The Law of Charities and Mortmain: being the Fourth Edition of Tudor's Charitable Trusts. By LEONARD SYER BRISTOWE, a Judge of the High Court of the Transvaal; CECIL ARTHUR HUNT, M.A., LL.B. (Cantab.), and HALFORD GAY BURDETT, B.A. (Cantab.), Barristers-at-Law. Sweet & Maxwell (Limited).

The Principles of the Law of Evidence: with Elementary Rules for Conducting the Examination and Cross-Examination of Witnesses. By W. M. BEST, M.A., LL.B. Tenth Edition. With a Collection of Leading Propositions. By J. M. LELY, Barrister-at-Law. Sweet & Maxwell (Limited).

The Trade-Marks Act, 1905 (7 Ed. 7, c. 15). With Notes, Cross-references, and a Commentary, and the Rules, Forms, Fees, and Classification of Goods under the Act. By D. M. KERLY, M.A., LL.B., Barrister-at-Law, and F. G. UNDERHAY, M.A., Barrister-at-Law. Sweet & Maxwell (Limited).

Correspondence.

The Education Bill.

[To the Editor of the *Solicitors' Journal*.]

Sir.—Whilst the daily papers teem with letters and articles upon the political and religious aspects of this Bill, one important effect of its provisions has been entirely overlooked.

Large sums of money have been lent by trustees and others upon mortgage of Roman Catholic and other denominational schools. It is now proposed that these schools shall become "provided schools," or, in other words, become the absolute property of the Education Authority for six days out of seven. This arrangement will, it seems to us, practically destroy the saleable value of such schools, as no man out of a lunatic asylum would buy such a building, subject to the user of it in perpetuity by the Education Authority. If, therefore, it should become necessary for a mortgagee to call in his principal money, he would practically be unable either to sell or foreclose his security, and his only remedy would be to sue the school trustees on their covenant, which would, from every point of view, be most undesirable.

This question should at once be brought before the Committee, and as it is of interest to the profession generally, we shall be glad to have your views thereon, or those of other solicitors whose clients have lent money on these securities.

BoOTH, CLOUGH, & BOOTH.

[See observations under head of "Current Topics."—ED. S.J.]

Preliminary Fees.

[To the Editor of the *Solicitors' Journal*.]

Sir.—Referring to the question put by Mr. Ford to the Council at the recent meeting, and the President's reply and the amended forms put on the society's register as to money to be advanced, there is an evil which the amendment does not seem to me adequately to meet.

I, in common with many solicitors, have sometimes securities upon which a loan is desired which I am unable to effect in my own office. I have endeavoured to use the register, but without any effect; and, in fact, there are some firms I should refuse now to correspond with.

I find that one is asked to pay preliminary fees, to which I have objected unless such fees are paid under a proper mortgage contract. The contract would naturally provide adequate protection to mortgagor and mortgagee on the following points:

(1) That the valuer appointed by the parties is known to both, and of such reputation that the mortgagee is willing to abide by the opinion of the valuer.

(2) Properly discloses [query guards against] defects in title, or evidence which could only be procured at great expense, and protects the mortgagor, analogous to his deducing the title on sale. And

(3) Settles the terms of advance, as to interest, terms of mortgage deed and clauses.

I find in practice, when these very reasonable points, on behalf of the mortgagor, are proposed to be discussed, they are not entertained, but a preliminary fee is asked for without any conditions whatever; and whatever good and sufficient reasons there may be for asking for fees on such an ambiguous understanding as to the loan of money, it is quite clear that a mortgagor would be most unwise to pay the same. In the absence of an agreement, the intended loan may go off on any one of the points indicated in the mortgage contract sketched.

I should be obliged if any of your correspondents could suggest some method by which *bond fide* lenders and borrowers may be brought together, as up to the present time, notwithstanding the evil of public advertisements, I find that I can do very much better in the public advertisements from the fact that experience soon

teaches the name of firms that can be relied upon, and on seeing the names of many firms, one is at once saved the trouble of even writing them a postcard.

DRURY FREEMAN.
9 and 10, Manor-terrace, Lea Bridge-road, Leyton, Essex,
May 23.

Points to be Noted.

Conveyancing.

Restrictive Covenant—Possessory Title—Acceptance of Less than Forty Years' Title.—A restrictive covenant affecting land is not merely a contract, but creates an interest in the nature of a negative easement. Hence a person who acquires a title to land by possession adverse to that of the covenantor does not get rid of the restrictive covenant in consequence of the statutory extinction of the covenantor's title. The covenant creates an overriding interest, and until something is done to infringe the covenant and put the covenantee upon the assertion of his right, his title to the benefit of the covenant is not affected, and he can enforce it against the new possessory owner. The interest, indeed, being equitable, will cease so soon as there is a conveyance to a purchaser for valuable consideration without notice. But a purchaser from the possessory owner, who has been content to accept less than a forty years' title, cannot rely upon want of notice, if the investigation of title for the full period would have revealed the existence of the covenant.—*RE NISBET AND POTTS' CONTRACT* (C.A., Jan. 16) (54 W. R. 286; 1906, 1 Ch. 386).

New Trustee—Appointment of Himself by Donee of Power.—The statutory power of appointing new trustees contained in section 10 (1) of the Trustee Act, 1893, empowers the surviving or continuing trustees, if no persons are specially nominated for the purpose by the trust instrument, to "appoint another person or other persons to be a trustee or trustees in the place" of the deceased or retiring trustee. The words "another person or other persons" may mean either that the person appointing the new trustee is to be different from the trustee so appointed, or may import, what is of course obvious, that the person appointed is different from the person in whose place he is appointed. The latter meaning, notwithstanding that the use of the words "another" and "other" is in strictness needless, is perhaps the most natural reading of the provision; but it has been held that the former meaning expresses the difference intended, and hence, when an appointment is being made under the statutory power, the appointor is precluded from appointing himself. Where there is no such disqualification introduced into the terms of the power itself, an appointment of himself by the donee of the power is not necessarily bad, though it can only be justified under exceptional circumstances: see *Montefiore v. Guedalla* (52 W. R. 151; 1903, 2 Ch. 723).—*RE SAMPSON* (Kekewich, J., Jan. 31) (1906, 1 Ch. 435).

Mr. Justice Channell has been laid up at Bodmin with a feverish cold. His condition is understood not to be serious, but he has been unable to sit to hear the election petition. Mr. Justice Grantham returned to town on Wednesday and sat on Thursday to try actions.

The annual dinner of the Law Students' Debating Society will be held at the Victoria Hall, Hotel Cecil, on the 28th instant, at 7.15 p.m. Mr. Justice Bucknill will preside. Tickets, price 6s. 6d. each, may be obtained from the secretary, Mr. P. B. Henderson, 24, Austin-friars (Telephone, 1212 Wall), or from members of the committee.

A necklace of Marie Antoinette is, says the *Globe*, now the cause of litigation before the Paris courts in singular circumstances. In 1803, Don Jaime de Bourbon asked M. Froment-Meurice, to find for him a buyer for a pearl necklace of great value which had belonged to Marie Antoinette, and as the agent intimated that time was necessary, the gems were placed with Mont-de-Piété for £2,000. Last year a person who had obtained knowledge of the transaction obtained release of the jewels by forging Don Jaime's name and re-pledged them with M.M. Pollack & Rothschild, the bankers, for £1,800. The forger got ten month's imprisonment for his offence, and now the bankers are suing Don Jaime for their £1,800, and Don Jaime is suing the bankers for all the expense he has incurred in recovering the necklace.

The trial of election petitions is, says a writer in the *Globe*, a judicial duty that was imposed upon the judges against their will. "I have consulted the judges," wrote Sir Alexander Cockburn when this addition to their labours was proposed, "and I am charged by them, one and all, to convey to you their strong and unanimous feeling of insuperable repugnance to having these new and objectionable duties cast upon them." One of the main objections stated by Sir Alexander Cockburn was that "public confidence in the impartiality of the judges would be impaired." The views of the judges had their weight with the Government, and the appointment of three members of the bar, each with a salary of £2,000 a year, was proposed, but eventually the original plan was adhered to, and, on the whole, it has worked very well. It is, at any rate a vast improvement upon the system it superseded.

May 26, 1906.

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Cases of the Week.

Court of Appeal.

MAYOR, &c., OF NORWICH v. NORWICH ELECTRIC TRAMWAYS CO.
No. 1. May 15th.

TRAMWAY—DISPUTE—REFERENCE TO ARBITRATION—DISPUTE AS TO PAVING—JURISDICTION OF COURT—NORWICH ELECTRIC TRAMWAYS ACT, 1897 (60 & 61 VICT. C. CLIV.), s. 57, SUB-SECTION 5—TRAMWAYS ACT, 1870 (33 & 34 VICT. C. 78), s. 33.

Appeal from a judgment of Phillipmore, J., in favour of the plaintiffs. The action was brought to recover £53 13s. 10d., the cost of repairs to roadways in the city of Norwich, and for a declaration of the rights of the respective parties under section 57, sub-section 5, of the Norwich Electric Tramways Act, 1897. The defendants' tramways were laid either in granite sets or in wood edged with granite sets, the roadway on either side being of macadam. The result was that as the macadam wore away faster than the granite there was a descent, or drop, next the edge of the granite paving, the line of granite sets thus tending to form a guiding ridge along which wheels of vehicles ran. The plaintiffs contended that the defendants were bound under section 57, sub-section 5, of their Act to keep the junction of the surface of the two pavings at the same height; whereas the defendants contended that the plaintiffs could only require them to keep the junction of the two surfaces even at the same height if the plaintiffs maintained the surface of the macadam at the same height as that at which it was originally laid. Phillipmore, J., upheld the plaintiffs' contention and gave judgment for them. The defendants appealed. By section 57 of the Norwich Electric Tramways Act, 1897, "if the company fail to maintain and keep in good condition to the satisfaction of the corporation . . . (5) the junction of the paving laid and maintained by the company with the surface laid and maintained by the corporation, the corporation may, if they think fit, themselves . . . do the work necessary for the repair and maintenance of the road, and the expense reasonably incurred by the corporation in so doing shall be repaid to them by the company with the addition of five per centum on such expense." Upon the appeal the point was taken for the first time that the court had no jurisdiction to entertain the action, because section 33 of the Tramways Act, 1870, required the dispute to be referred to arbitration.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MOULTON, L.J.J.) allowed the appeal. They held that, as the objection went to the jurisdiction of the court, it was not too late to take it on the appeal. Section 33 of the Tramways Act, 1870, ousted the jurisdiction of the court: *Reg. v. Croydon and Norwood Tramways Co.* (35 W. R. 299, 18 Q. B. D. 39), *London, Chatham, and Dover Railway Co. v. South-Eastern Railway Co.* (37 W. R. 65, 40 Ch. D. 100), *Crofton & Sons v. Manchester Ship Canal Co.* (54 W. R. 172; 1905, A. C. 421). Then did this dispute come within section 33 of the Act of 1870? Apart from any question whether the references in section 33 to "this Act" included a reference to the special Act in which the general Act was incorporated, the dispute in the present case was as to a matter expressly dealt with in the Act of 1870, and therefore section 33 applied. The objection to the jurisdiction was therefore good, but as it was not taken in the court below they would not interfere with the judgment of Phillipmore, J., as to the costs, which the defendants would have to pay, and there would be no costs of the appeal.—COUNSEL, Macmorran, K.C., and E. B. Wild; Danckwerts, K.C., and Hon. L. SOLICITORS, Johnson, Weatherall, & Sturt, for A. H. Miller, Norwich; Crowders, Vizard, & Oldham, for Miles & Reeve, Norwich.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

High Court—Chancery Division.

RE CADOGAN AND HANS PLACE ESTATE (No. 2) (LIM.) v. THE COMPANY. Buckley, J. 19th May.

PRACTICE—COMPANY—DEBENTURE-HOLDER'S ACTION—SITTING DOWN FOR TRIAL—MOTION FOR JUDGMENT—EVIDENCE.

This was a debenture-holder's action brought against the company, the trustees of the debenture trust deed, and G. M. Turnell (on behalf of himself and all other the holders of second debentures of the company). It came on as a short cause upon motion for judgment in the terms of agreed minutes which followed the common form. It was supported by an affidavit. It was brought on in accordance with directions given by the master that the action should come on without pleadings, but no directions had been given by him with regard to the evidence. Counsel for the plaintiff submitted that no statement of claim was necessary, and referred to *Re Pringle & Co. (Limited)* (48 SOLICITORS' JOURNAL 101, W. N. 1903, 207) and to *Re Dupont (Limited)* (50 SOLICITORS' JOURNAL 206, W. N. 1906, p. 14).

BUCKLEY, J.—I make the order. I adhere to the opinion which I expressed in *Re Pringle & Co. (Limited)*, that in such a case as this no statement of claim is necessary. The company appear on the motion and will be bound by the order made. I have consulted Kekewich J., and Warrington, J., and they agree with this view, and I have been informed that Romer, L.J., when a judge of first instance, expressed a similar view. I may add that I do not think that it is necessary to appoint Mr. Turnell to represent the debenture-holders. Order made.—COUNSEL, Duckmaster, K.C., and B. A. Hall; A. G. Mathews. SOLICITORS, H. A. Graham & Wigley; F. C. Mathews & Co.

[Reported by NIVELLE TEBBUTT, Esq., Barrister-at-Law.]

RE CORSELLIS (DECEASED). FREEBORN v. NAPPER. Swinden Eady, J. 3rd May.

WILL—ILLEGITIMATE TESTATOR—GIFT TO "ALL MY NEPHEWS AND NIECES"—SOME NAMED—GIFT TO "MY BROTHER A, AND MY SISTERS B, C, D, AND E."—CHILDREN OF UNNAMED SISTER.

Summons. The testator, who was illegitimate, by his will, dated the 9th of January, 1872, left the residue of his property in trust for his wife for life, and after her death in trust for his brother Charles and his sisters Frances, Emily, Caroline, and Eliza. The income of Charles' share was to be paid to him for life, and at his death the principal was to be divided—subject to a power of appointment by the wife which was not exercised—"equally amongst all my nephews and my nieces then living." Similar directions were given as to his sister Caroline's share. The testator had another reputed sister—Mary—who had died before the date of the will, leaving issue, but neither she nor her children were mentioned in the will. The testator died on the 7th of August, 1873; Caroline died on the 24th of April, 1874; and Charles died on the 1st of January, 1876. The testator's widow died on the 22nd of April, 1905, and the question then arose whether Mary's children were entitled to take in their capacity as reputed nephews and nieces.

SWINNEN EADY, J., said that it appeared from the evidence, and was undisputed, that the testator and his brother and sisters had lived together, as one family, as if their parents had been married, and that all the children, including Mary, were treated by the parents as if they were lawful children, and were regarded by the testator as his lawful brothers and sisters. It was clear from these facts that the testator, in making his will, proceeded on the footing that his parents were lawfully married. Under those circumstances he was of opinion that *Hill v. Creek* (22 W. R. 137, 6 H. L. 265) was directly applicable, and that all the reputed nephews and nieces took, although some reputed brothers and sisters and nephews and nieces only had been mentioned in the will.—COUNSEL, Elphinstone; T. L. Wilkinson; Peterson; Manning; Vaughan Hawkins; Cavanagh. SOLICITORS, T. W. Coventon, for Brown & Elmshurst, York; Indermour & Brown, for Cardens, Brighton; W. J. Homewood.

[Reported by R. E. V. BAX, Esq., Barrister-at-Law.]

Solicitors' Cases.

LUMSDEN v. SHIPCOTE LAND PROPERTY CO. C. A. No. 2. 18th May.

SOLICITOR—BILL OF COSTS—AMENDMENT—ALTERATIONS—OMISSIONS—AFTER VERDICT—TAXATION—REFERENCE—SOLICITORS ACT, 1843 (6 & 7 VICT. C. 73), s. 37.

The Solicitors Act, 1843, s. 37, provides: "From and after the passing of this Act no attorney or solicitor . . . shall commence or maintain any action or suit for the recovery of any fees, charges, or disbursements for any business done . . . until the expiration of one month after such attorney or solicitor . . . shall have delivered unto the party to be charged therewith . . . a bill of such fees, charges, and disbursements . . . And upon the application of the party chargeable by such bill within such month it shall be lawful . . . for any judge . . . to refer such bill . . . to be taxed and settled by the proper officer . . . and in case no application as aforesaid shall be made within such month as aforesaid then it shall be lawful for such reference to be made as aforesaid . . . upon the application of the party chargeable by such bill . . . and such court or judge may restrain such attorney or solicitor . . . from commencing or prosecuting any action or suit touching such demand pending such reference. . . . Provided always that no such reference as aforesaid shall be directed upon an application made by the party chargeable with such bill after a verdict shall have been obtained . . . in any action for the recovery of the demand of such attorney or solicitor . . . except under special circumstances to be proved to the satisfaction of the court or judge to whom the application for such reference shall be made. . . . And in case any such reference as aforesaid shall be made . . . if such bill when taxed be less by a sixth part than the bill delivered . . . then such attorney or solicitor shall pay such costs." This was an appeal from the judgment of Ridley, J. The plaintiff was a solicitor, and was a co-adventurer with the defendants in a certain venture. He performed professional services for the venture and was requested to make his charges as low as possible. He accordingly, on the 18th of January, 1904, sent in a bill of costs for £193 10s. 10d., having intentionally omitted certain items in order to fall in with the wishes of his co-adventurers. The defendants then denied liability on the ground that the work had been done merely as a co-adventurer. Thereupon the plaintiff, on the 16th of July, 1904, sent in an amended bill of costs for £673 2s. 10d., which included the items omitted from the first bill. Subsequently he brought an action on this bill, and the defendants (for the purposes of this appeal) pleaded (1) want of retainer or no work done under the retainer; (2) no action would lie on the second bill of costs. Upon the trial of the action counsel agreed that the jury should only try the issue of liability and not the issue as to quantum. The jury returned their verdict for the plaintiff, whereupon counsel for the plaintiff asked leave, if leave were necessary, to bring in the second bill of costs for taxation. The judge said that if leave were necessary he should refuse it, as he considered under all the circumstances of the case the first bill should be brought in for taxation. From this decision the plaintiff appealed. Counsel for the appellant contended that there was no rule of law which prevented a solicitor from amending his bill of costs by increasing it or decreasing it *ad finitum* prior to an order for taxation or threat of

taxation: *Re Chambers* (34 Beav. 177). He did so at his own risk, as it might mean the bill would be taxed off one-sixth if unfairly increased. There was a rule that after order for taxation or threat of taxation a solicitor would not be allowed to amend his bill (*Re Heather*, 5 Ch. App. 694), a rule which had its beginnings in *Loveridge v. Botham* (1 B. & P. 49); see also *May v. Anderson* (2 B. & P. 237). Wherever the solicitor decreased his bill to avoid the dangers of taxation the court would not allow the amendment: *Re Thompson* (30 Ch. D. 441). Counsel for the respondent contended that a solicitor is bound by his bill once delivered: *Re Carven* (8 Beav. 436). All the cases go to shew that bill may only be amended if error due to mistake or fraud. The fact that there had been an order for taxation was not material: *Re Heather*. A bill might be taxed after verdict: *Re Woollott* (12 M. & W. 504). The appellant could not succeed because the judge only refused leave to tax if leave were necessary.

The COURT (VAUGHAN WILLIAMS, STIRLING, and MOULTON, L.J.J.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., in the course of his judgment, said he did not say that before verdict the respondent might have taken out a summons to tax the first bill. He did not do so. The judge might have taken the view that the bill had been increased to minimize the danger of having one-sixth taxed off. The respondents, however, went to trial, and after the verdict the judge could not order the bill to be sent to the taxing-master to be taxed under the statute 1843; he could only refer it to ascertain the quantum, as in the case of any other reference when the quantum was to be ascertained. He would act under the general jurisdiction of the court to refer to a referee. The taxing-master would act as a referee, not as a taxing-master, but he would make use of his experience of the rules of taxation. It would be open to the respondent to make use of the first bill as evidence of what the proper charges should be. Though not necessary to the decision, he thought that under such a reference the rule that if one-sixth be taxed off the solicitor must pay the costs of the taxation would not apply.

STIRLING, L.J., delivered judgment to the same effect.

MOULTON, L.J.—The point was raised whether it was open to a solicitor to correct a bill once it was delivered, or whether he was bound by a bill once delivered, so that he could not amend his claim. A solicitor was only a person doing professional work, but he differed from other professional men in that he was under the Solicitors Act and under the disciplinary power of the court, being an officer of the court. Now, if there were any principle of law that he could not amend his claim once it was delivered in the form of a bill, it must be by virtue of one of these two things to which he had referred, because it could not be doubted that an architect, for example, could amend his bill. It could not be a consequence of the statute, because if so the court would have no power to permit a solicitor in any case to send in an amended bill. It must be, then, under the disciplinary power of the court. But giving the best consideration he could to the many authorities cited in argument, he could see no reason to think that the court had ever taken up, in his eyes, so unjust a position as to say that a solicitor might not amend his claim. He could see that if the taxation had been applied for, or threatened, the court might have considered it too late for the solicitor to amend his claim, because taxation was a right of the client granted to check exorbitant demands. Where no taxation had been demanded or threatened, he could see no reason why the court should forbid a solicitor *bond fide* to amend his claim, and he could not find in any case that they had made it a practice to do so. If a solicitor sent in a bill, and then a second, it seemed to him that he was in the same position as any other person. The first bill would be evidence against him of the charges being right in that bill. In his opinion the passage in Archibald's Practice by Chitty (9th ed.), 113, exactly described the position of a client who had received a corrected bill: "The delivery of a bill is strong evidence against an increase of charge, in a subsequent bill, for any of the items contained in the first bill, and presumptive evidence against any additional items." The value of a previously delivered bill was an evidential value, and it was of no other value in a case where the bill was delivered in an amended form *bond fide* before application for taxation or threat of taxation.—COUNSEL, *Manisty, K.C., and Newbold; Waugh, K.C., and Adair Roche. SOLICITORS, Stokes & Stake, for J. G. Aitchison, Newcastle-on-Tyne; King, Wigg, & Co., for Kainyide & Forster, Newcastle-on-Tyne.*

[Reported by MAURICE N. DUCQUES, Esq., Barrister-at-Law.]

Re BLAIR & GIRLING. C. A. No. 1. 14th May.

COSTS—TAXATION—SOLICITOR AND CLIENT—DISBURSEMENT IN BILL OF COSTS—AD VALOREM STAMP DUTY PAYABLE ON REGISTRATION OF COMPANY IN RESPECT OF CAPITAL.

This was an appeal by Messrs Blair & Girling, a firm of solicitors, from the refusal of Channell, J., to review a taxation of costs. The solicitors, having been retained by the promoter of a company to act in the formation and registration of the company, paid the *ad valorem* stamp duty—viz., £150—which was payable under section 112 of the Stamp Act, 1891, as amended by section 7 of the Finance Act, 1899, on the registration of the company in respect of its capital. They included the sum of £150 in their bill of costs as a disbursement, and on taxation the question arose whether they had rightly so included it, or whether, on the other hand, they ought to have carried it to their cash account. The incidence of the costs of the taxation depended on whether this sum was included or excluded. The taxing-master disallowed the item, and accordingly directed that the solicitors should pay the costs of the taxation. The solicitors took in an objection to the disallowance by the taxing-master of the sum of £150, contending that the payment was made by them in pursuance of their professional duty undertaken by them, which they were bound to perform, and also that in accordance with an opinion published

by the Incorporated Law Society the payment in question was sanctioned as a professional payment by the general and established custom and practice of the profession. The answer of the taxing-master to the objection was as follows: "In my opinion, this point is governed by *Re Kingdon & Wilson* (1902, 2 Ch. 242). The *ad valorem* duty in this case is a stamp duty originally imposed by the Stamp Act, and since twice increased by the Finance Acts of 1896 and 1899, and the solicitor is acting as agent for his client in paying this sum and not as solicitor. The amount is very large, and, as might not unreasonably be expected, the inclusion or exclusion of this large sum governs the incidence of the costs of this taxation, and such a result as was pointed out in *Re Kingdon & Wilson* is undesirable. The opinion of the Law Society to which I have been referred was given before the case of *Re Kingdon & Wilson* was decided, and I cannot think either that by the words 'stamps and fees' therein referred to the committee of the society intended to include an *ad valorem* duty of this description, and I cannot come to the conclusion either that a payment of this sort comes within the certificate given by the taxing-masters in *Re Remnant* (11 Beav. 603, 613) referred to in *Re Kingdon & Wilson*. This case is also somewhat out of date as regards modern practice, and, even if the item comes within the language of the certificate I have referred to, which I do not think it does, it certainly does not come within its spirit. I, therefore, overrule the objection, and, in my opinion, the solicitors should pay not only the costs of the reference, but the costs of the application for taxation." Channell, J., having refused to review the taxation, the solicitors appealed. The Court of Appeal thought fit to consult the taxing-masters as to the practice, and the taxing-masters made the following report or certificate: "In compliance with your lordships' directions, the taxing-masters beg respectfully to state that the practice as to the payments by a solicitor proper to be included in his bill of costs remains the same as it was certified to be in *Re Remnant*. For a time the practice in the taxing-office was unsettled by the decision in *Re Lamb* (23 Q. B. D. 5), but the Court of Appeal in *Re Kingdon & Wilson* restored the practice, and in *Re Buckwell & Berkeley* (1902, 2 Ch. 596) confirmed it on what the taxing-masters venture to think are the proper lines and in accordance with the ordinary business relations between a solicitor and his client. The taxing-masters are of opinion that the duties payable on registration of a joint stock company in respect of its capital is not an ordinary professional disbursement such as a solicitor can be required by his client to make. He is not bound to find the money, but if he does, the disbursement is properly and usually included in his cash account, and not in his bill of costs. The taxing-masters certify that this is and has been the practice and custom in cases coming before the taxing-masters, and the cases where a solicitor has sought to introduce the amount into his bill of costs are extremely rare. The inclusion of the amount in the bill of costs would in most cases throw the costs of taxation in any event on the client, and in such cases would impose on the client a tax of £2 10s. per cent. on the duty, that being the taxation fee on a bill of costs; while, if the amount is in the cash account as a receipt, the taxation fee is 1s. per cent."

The COURT (VAUGHAN WILLIAMS, STIRLING, and MOULTON, L.J.J.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., was of opinion that the certificate of the taxing-masters was substantially right. *Prima facie* the payment in question was not a professional disbursement, and the appellants had failed to prove any custom which established that as between solicitor and client this disbursement was properly included in a bill of costs.

STIRLING and MOULTON, L.J.J., concurred.—COUNSEL, *Gore-Browne, K.C., and Norman Craig; Montague Lush, K.C., and H. M. Given. SOLICITORS, Blair & Girling; Statham, Rose, & Co.*

[Reported by F. G. RUCKER, Esq., Barrister-at-Law.]

CLARE v. JOSEPH. Div. Court. 23rd May.

SOLICITOR—COSTS—AGREEMENT IN WRITING—ORAL AGREEMENT—SOLICITORS ACT, 1870 (33 & 34 VICT. c. 28), s. 4.

This was an appeal from the Southwark County Court. The action was to recover the sum of £14 0s. 4d., being money had and received by the defendant, a solicitor, for use of the plaintiff, his client, and raised an important point under section 4 of the Solicitors Act, 1870. The defendant acted as solicitor on behalf of the plaintiff in an action of *Clare v. Shepherd*, upon a written agreement that if the action was successful the client should pay no costs to the solicitor, leaving him to recover his costs from the losing party to the action, but if the action was lost, then the client should only pay to the solicitor such costs as he would have been paid had the action been successful. Subsequently the solicitor acted in a second action *Clare v. Hawkins*, and the client alleged that he had entered into an oral agreement in respect to the question of charge on the same basis as the written agreement which subsisted in respect to the first action. Issue was joined, and the question having been left to the jury, the jury found that the alleged oral agreement had been entered into in fact. Counsel for the defendant asked the judge to enter judgment for the defendant, as the oral agreement could not be relied upon in view of section 4 of the Act of 1870. The judge, however, entered judgment for the plaintiff, with leave to appeal. Section 4, so far as is material, is as follows: "An attorney or solicitor may make an agreement in writing with his client respecting the amount and manner of payment for . . . services, fees, charges, or disbursements in respect of business done or to be done . . . either at the same or at a greater or at a less rate as or than the rate at which he would otherwise be entitled to be remunerated." Counsel for the appellant argued that the plain meaning of the section was that the agreement must be in writing. It could not be said that only the client could take advantage of the provision, because the section dealt with an agreement for a less rate, which evidently referred to an agreement in writing which the client could enforce. The

intention to be gathered from the Act is stated by the Master of the Rolls in *Re Fernandes* (22 SOLICITORS' JOURNAL 348). There is a contrary opinion in the earlier case of *Jennings v. Johnson* (L. R. 8 C. P. 426), but in that case the words of the section do not appear to have been adequately brought to the notice of the court, [He also referred to *Re E. D. Lewis* (L. R. 2 Q. B. 724), *Re Owen* (52 L. T. 629), and *Re Thompson* (1894, 1 Q. B. 462).] Counsel for the respondent contended that, in the event that had happened—that is, the action being successful, the client had to pay the solicitor no costs, and hence the case came directly within the decision of *Jennings v. Johnson*, which decided that an agreement to pay a solicitor no costs need not be in writing as it was not within the statute. Bovill, C.J., in that case clearly intimated that the object of the Act was to allow the solicitor to claim more than the usual fee, but only if he could shew an agreement in writing; that is to say, he considered the section was framed to protect the client. And this was the intention of all the legislation which dealt with the relations between solicitor and client as regards costs. If it were otherwise it would be the duty of the solicitor to warn his client that an agreement must be in writing when the agreement was, as in this case, favourable to the client.

THE COURT (RIDLEY AND DARLING, J.J.) allowed the appeal.

RIDLEY, J., held that *Johnson v. Jennings* did not apply, because although in one event the agreement was that no costs should be paid, yet in another event costs would be paid, and the agreement was not severable. Secondly, he held that the agreement must be in writing. There was nothing in the section which shewed an intention to favour only the client, in fact, the words dealing with a rate "less" than the ordinary scale pointed to the direct opposite, and this view was confirmed by the strong observations in *Re Fernandes*.

DARLING, J., concurred.—COUNSEL, *Ricardo; Simon. SOLICITORS, Hyam Joseph; Washington.*

[Reported by MAURICE N. DRUCQUE, Esq., Barrister-at-Law.]

Societies.

The Law Society.

Total attendances on Council and committees from the 11th of May, 1905, to the 16th of May, 1906, inclusive, but excluding attendances on Discipline Committee:

Name.	Council.	Committees.	Name.	Council.	Committees.	
Mr. Attlee	25	23	Mr. Marshall	5	—	
" Barker	35	132	" Mathews	1	—	
" Beale	20	32	" Milne	3	1	
" Bischoff	25	20	" Morrell	9	7	
" Blyth	29	34	" Pennington	31	74	
" Bristow	29	30	" Rawle	26	86	
" Budd	24	6	Sir A. K. Rollit	17	8	
" Dawes	19	5	Mr. Samson	23	33	
" Ellett	15	17	" Taylor	30	42	
" Fladgate	23	61	" Trower	31	60	
" Foster	16	7	" Walters	28	3	
Sir H. Fowler	3	1	" Wightman	7	1	
Mr. Garrett	22	6	" Winterbotham	29	31	
" Gillett	35	41	" Witham	30	6	
" Godden	32	67	<i>Extraordinary Members of the Council.</i>			
" Gray	19	24	Mr. W. C. M. Adam	11	1	
Sir John Gray Hill	14	12	" J. B. Caralake	5	—	
Mr. Gribble	19	28	" F. F. Cartwright	4	—	
Sir John Hollams	25	21	" G. E. Crosse	7	1	
Mr. Humfrys	10	3	" T. Eggar	16	13	
" Johnson	31	54	" E. H. Fraser	15	1	
" S. H. King	28	28	" C. E. Longmore	21	15	
" W. G. King	27	52	" R. Pybus	7	4	
" Lee	11	24	" F. P. Rhodes	—	—	
" Manisty	30	3	" C. E. Stevens	18	12	
" Margetts	9	4				

Total attendances on Discipline Committee from the 12th of May, 1905, to the 10th of May, 1906, inclusive:

Mr. Beale	...	...	...	52	Mr. Morrell	...	...	...	31
" Budd	...	...	...	49	" Walters	...	...	...	19
" Ellett	...	...	...	12	" Witham	...	...	...	42
" Manisty	...	...	...	25					

Society of City and Borough Clerks of the Peace.

The fourteenth annual meeting of the above society was held at the Town Hall, Hull, on the 17th instant, Dr. HERBERT WOODHOUSE, Clerk of the Peace for Hull, the President, in the chair.

Various subjects, including the Aliens Act, 1905, the Payment of Jurors Bill, 1906, the Criminal Appeal Bill, 1906, the Deputy Clerks of the Peace Bill, 1906, extension of jurisdiction of quarter sessions, and points of practice were discussed.

The officers elected for the ensuing year were: President, Sir Samuel G. Johnson, Nottingham; vice-president and treasurer, Mr. A. Copson Peake, Leeds; hon. secretary, Mr. Francis Ogden, Manchester. Committee: Messrs. J. Binney, Sheffield; H. Brevett, Wolverhampton; W. H. Dugnall, Walsall; F. B. Harris, Nottingham; J. Routledge, Pontefract; Dr. Herbert Woodhouse, Hull; and Mr. J. Gibson Youll, Newcastle-upon-Tyne.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 2nd and 3rd of May, 1906:

Ashby, Ernest Arthur	McIlquham, Clinton Gilbert
Astbury, Thomas Leslie	MacTurk, William Kenneth
Beaumont, William	Moon, Alfred Percy Vokes
Bolton, Hugo Henry Neynor	Moore, Donald Gwyther
Brooks, Seville Wilson	Maimang, Richard William
Brown, Philip Johnson	Mullock, Charles Goss
Browne, Michael Ernest	Parry-Jones, Gerald
Collyer, Norman	Perry, Arthur Vivian
Curzon-Hope, Richard	Preston, Francis Noel Dykes
Dalbiac, Herbert Charles	Price, Lionel Lewis
Daw, Stuart Broughall	Price, Montague Wilshear
Deane-Simmons, Cyril	Price, Walter Hugh
Eade, Christopher Aylmer	Rollinson, Edward Howard
Evans, Lewis Noel Vincent	Rose, Ernest
Evans, Walter Vaughan	Rowley, Charles Vernon
Eyre, Charles	Sale, Richard Lander
Field, David	Scott, Frederic Gilbert
Fielding, Herbert Hilton	Seaward, George Scott
Forster, Percival Armorer	Sinha, Juswant
Hadaway, Albert Victor Leopold	Smith, David
Hall, Ernest Jesse	Smith, Oswald Fryer
Harvey, Frederick William	Summerson, Herbert Walker
Jamison, Arthur William	Thompson, Henry Aycough
Jeans, Gerald Mark	Wade, Edwin George Bathurst
Jones-Williams, William	Walker, Edward Fanshawe
Longcroft, Thomas Roy	Webster, Arthur Anderton
Lyus, Arthur Ormiston	Wilmer, Douglas Horford

Obituary.

Sir James Vaughan.

The death is announced of Sir James Vaughan, formerly a magistrate at Bow-street. He was educated at Worcester College, Oxford, and was called to the bar in 1839. In 1864 he was appointed magistrate of the police-court at Bow-street. He received the honour of knighthood in the year of the Diamond Jubilee, and retired from his work at Bow-street in 1899. At the close of the day's business at Bow-street Court Mr. Marsham, the presiding magistrate, referred to Sir James Vaughan's death. He said that Sir James was a most painstaking and careful magistrate—firm in punishing the guilty and extremely kind and considerate to those who applied to him for assistance. His decisions were almost universally approved of, and were hardly ever upset.

Mr. H. T. Brown.

Mr. Henry Thomas Brown, solicitor, of Chester, died last week at the age of 72 years. He was admitted in 1855, and at the time of his death was senior partner in the firm of Brown & Dobie. He was an alderman of the city and had twice served the office of mayor, and was Colonel of the 1st Cheshire and Carnarvonshire Artillery Volunteers.

Mr. H. C. Morris.

We regret to record the death of Mr. Howard Carlile Morris, solicitor. He was the son of Mr. William Morris, of Lincoln's-inn, barrister-at-law, was admitted a solicitor in 1872, and subsequently practised at No. 2, Walbrook, in the City of London, where he won a high reputation for skill as a conveyancing and commercial solicitor. He was elected a member of the City Corporation in 1884, and in 1901 became an alderman. He was master of the Fanmakers' Company.

Legal News.

Changes in Partnerships.

Dissolutions.

JOHN HUNT and WALTER EDWARD BASKERVILLE WALTON, solicitors (Aplin & Walton), Banbury. March 21. The said John Hunt will continue to carry on the said business under the style or firm of Aplin, Hunt, & Co. [Gazette, May 18.

JAMES ALLEN and ERNEST ALLEN, solicitors (Allen & Edwards), 6, Great Winchester-street, London. May 12.

ALEXANDER POPE and HERBERT RUBEN BEAN, solicitors (Pope & Bean), Grecian-chambers, Dovercourt, Temple, London. April 28. Such business will be carried on in the future by the said Alexander Pope.

JAMES BRAIDWOOD BIRKBECK and LIONEL HENRY BARNARD, solicitors (Vallance, Birkbeck, & Barnard), Lombard House, George-yard, Lombard-street, London. March 31. [Gazette, May 22.

General.

Mr. Justice Bray will be the Whitsun Vacation Judge.

In our article last week on "Copyright in Arrangement of Letters of the Alphabet" we cited the case of *Bradbury v. Boston* and gave a reference to the *Law Journal* for it. A correspondent draws our attention to the fact that a very full report of the case may be found in 18 W. R. 33. He adds that the *Daily News* of the 10th of December, 1869, contained a report of an application by the proprietors of the *Times* to restrain the issue of a paper under the name of the *Clerkenwell News and London Times*, in which case the defendants submitted.

In the House of Commons on Tuesday Mr. M'Hugh asked the Prime Minister whether the Government proposed to introduce legislation amending the laws relating to committals for contempt of court; and whether he could state approximately when such legislation would be introduced. Sir H. Campbell-Bannerman replied: I am afraid I cannot give a pledge as to the introduction of legislation for amending the laws relating to committals for contempt of court; but, as the hon. member is aware, my right hon. friend the Attorney-General for Ireland has admitted that there is a case for legislation, and I can assure him that the Government will not lose sight of the matter.

A protracted lawsuit brought by the Cherokee Indians against the United States Government for the payment of the expenses involved in the removal of the Cherokees from the Eastern States to Indian Territory more than half a century ago, has been decided by the Supreme Court in favour of the Indians, who will now receive the sum of £900,000. Of this, 15 per cent., or £135,000, will be paid to the lawyer representing their interests—a fee which is supposed to be the largest ever paid an individual lawyer for services before the highest American tribunal. The *Boston Evening Transcript*, which makes this announcement, adds that the Indian Territory has furnished several instances of huge legal fees, and recalls a case not long ago in which two lawyers representing the Choctaw and Chickasaw Indians received £150,000.

Mr. Luke Jason Sharp, official receiver in bankruptcy for the Birmingham district, is, says the *Times*, about to retire. He has attained the age of sixty-five, and the Board of Trade has called upon him to retire upon superannuation. Mr. Sharp, who is still in vigorous health, was appointed when Mr. Chamberlain was President of the Board of Trade, in 1883. When the right hon. gentleman was framing his Bankruptcy Act, he applied to the then judge of the county court, Mr. James Mottram, Q.C., for the name of an accountant who would be in a position to supply him with some of the information he needed, and Mr. Sharp's name was forwarded. Mr. Chamberlain has never failed to acknowledge that he received valuable assistance from Mr. Sharp, than whom few gentlemen have a wider knowledge of the bankruptcy laws.

Quite a number of international questions were, says the *Law Magazine and Review*, dealt with by the Scottish courts during the last quarter. In one of them an interesting question was raised as to the effect of inter-marriage between persons domiciled in England and Scotland respectively. In *Westerman v. Schwab and Others* (43 S. L. R. 161), the husband was Scotch while the lady was English. Previous to her marriage, which took place in England, Mrs. Westerman had executed a will dealing with her personal estate. After her marriage she went with her husband to Aberdeen, where, after a few years of married life, she died without issue. Her husband died a month afterwards without leaving a settlement, and without having made confirmation of his wife's estate. There was no question as to the right of the husband's representatives to one-half of the wife's estate as *ius relati*, but in regard to the remaining half a competition arose between the legatees under the wife's will, executed while she was a spinster, and the wife's next-of-kin. The next-of-kin founded upon the Wills Act, s. 18, which provides that "every will made by a man or woman shall be revoked by his or her marriage." On the other hand, the legatees argued that as the Wills Act does not apply to Scotland, and as the lady by the very fact of her marriage became a domiciled Scotswoman, the English rule of implied revocation was excluded, and the Scottish rule, which does not imply revocation except in a question with children took its place. In the sheriff court where the case originated, the sheriff-substitute found the will valid notwithstanding the subsequent marriage. The sheriff, on appeal, reversed and found the will revoked by the marriage, while on further appeal the Court of Session reverted to the view of the sheriff-substitute, which in the opinion of the Lord President was well expressed in these words: "It is the law of the testatrix's domicile at the time of her death that determines the validity of the will. The testatrix died a Scotswoman. . . . No doubt if the testatrix here had married an Englishman the will would have been *ipso facto* revoked as if it had never been, and could not have been resuscitated even though she afterwards acquired a Scottish domicile. But the case here is different. The act that would otherwise have revoked the will exempted the testatrix from the provisions of the revoking statute." The case is further interesting on account of the detailed examination by the Lord President and Lord Kinnear of the somewhat difficult case of *Leustalan v. Leustalan* (L. R. 1900, P. 211).

To EXECUTORS.—VALUATIONS FOR PROBATE.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[ADVR.]

Court Papers.

Supreme Court of Judicature.

Date.	ROTA OF REGISTRARS IN ATTENDANCE ON		
	EMERGENCY ROTA.	APPEAL COURT NO. 2.	Mr. Justice KERKWITH.
Monday, May 26	Mr. Theod.	Mr. Pemberton	Mr. Justice FARWELL.
Tuesday, 27	W. Leach	Jackson	Mr. Farmer
Wednesday, 28	Church	Pemberton	King
Thursday, 29	Greswell	Jackson	Farmer
Friday, June 1	King	Pemberton	King
		W. Leach	Farmer

Date	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINNEY EADY.	Mr. Justice WARRINGTON.
Monday, May 26	Mr. Carrington	Mr. Greswell	Mr. Godfrey	Mr. Jackson
Tuesday, 27	Beal	Church	R. Leach	Pemberton
Wednesday, 28	Carrington	Greswell	Godfrey	Beal
Thursday, 29	Beal	Church	R. Leach	Carrington
Friday, June 1	Carrington	Greswell	Godfrey	R. Leach

The Whitsun Vacation will commence on Saturday, the 2nd day of June, and terminate on Tuesday, the 5th day of June, 1906, both days inclusive.

Circuits of the Judges.

The following judge will remain in town: PHILLMORE, J., during the whole of the Circuits; the other judges till their respective commission days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two judges go there will be no alteration in the old practice.

N. WALES, CHIESTER, AND GLASGOW.	AND CHESTER.	S. EASTERN.	
		Jeff. J.	
		Charnall, J.	
			Haverfordwest
			Lampeter
			Carmathen
			Brecon
			Freighton
			(End)
MIDLAND.	OXFORD.	NORTHERN.	
		Kennedy, J.	Huntingdon
		Bryce, J.	Buckhill, J.
			Cambridge
			Edw.
			Warrington
			Nottingham
			W. Leach
			W. Leach
WESTERN.	L.C.J. of Eng. ATLANTIC.	N. EASTERN.	
		Graham, J.	Salisbury
		Button, J.	Bedford
			Northampton
			Leicester
			Nottingham
			Derby
			Worcester
			Gloster
			Monmouth
SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		Darling, J.	Bodmin
		Walton, J.	Tue., June 8
			Wed., June 9
			Thur., June 10
			Fri., June 11
			Sat., June 12
			Sun., June 13
			Mon., June 14
			Tue., June 15
SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		Lawrence, J.	Salisbury
		Bigland, J.	Bedford
			Northampton
			Leicester
			Nottingham
			Derby
			Worcester
			Gloster
			Monmouth
SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		W. Leach	Winchester
			Exeter 2
			Exeter 2
			Exeter 2
			Bristol 2
			Bristol 2
			Bristol 2
			Bristol 2
			Bristol 2
SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		W. Leach	Winchester
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			Bristol 2
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SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
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SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
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SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	N. EASTERN.	
		W. Leach	Winchester
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SUMMER ASSETS, 1906.	Commission Days.	MIDLAND.	
		W. Leach	Winchester
			Exeter 2
			Exeter 2
			Bristol 2
			Bristol 2
			Bristol 2

Winding-up Notices.

London Gazette.—TUESDAY, May 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BARON BREWERY, LIMITED.—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Hugh Limebeer, 65, London wall. Ward & Co, Gracechurch st, solors for liquidator

CATANIA ELECTRIC LIGHTING AND TRAMWAYS CO, LIMITED.—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to Alan John Lawson, 4, Adelphi ter, Westminster. Guscott & Fowler, York bldgs, Adelphi, solors for liquidator

CO-OPERATIVE MERCANTILE BANK, LIMITED.—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Addinell, 4, Corbet st, Gracechurch st

FLASHTYPE CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 5, to send their names and addresses, and the particulars of their debts or claims, to William Phillips Toms, 17, Devonshire chmrs, Bishopsgate st Without

LAGUE CO, LIMITED.—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts or claims, to Thomas George Shuttleworth, Royal Insurance bldg, Church st, Sheffield. Webster & Styring, Sheffield, solors for liquidator

LICENCED VICTUALLERS CO-OPERATIVE SOCIETY, LIMITED.—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Addinell, 4, Corbet st, Gracechurch st

MANCHESTER LABOURERS' DWELLINGS CO, LIMITED.—Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to Frank Hallam, 45, Spring gdns, Manchester

SUTTON AND CHEAM BRICK AND TILE WORKS, LIMITED.—Creditors are required, on or before June 16, to send their names and addresses, and the particulars of their debts or claims, to Arthur Edwin Preston, 65, London wall. Ward & Co, Gracechurch st, solors for liquidator

UNITED ENGINEERING CO, LIMITED.—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to Robert Dornald Munro, 20 and 21, Lawrence ln

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 11.

ADAM, HENRY STEPHEN, Bristol June 22 Gwynn & Co, Bristol
ANDERSON, ESTHER ANNE, Bishopton, Lancs July 9 Baldwin & Co, Clitheroe

ANDERSON, JOHN, Grindleton, Yorks July 9 Baldwin & Co, Clitheroe
ANDREWS, FANNY FELICE, East Sheen June 7 Pears & Co, Albermarle st

ARNOLD, JOHN, Clark's mews, High st, Bloomsbury, Farringdon June 24 Hamp, Southampton st, Bloomsbury sq

BARTON, LEWIS JOHN, Littleham, Exmouth June 21 Wood, Finsbury sq

BAYNE, JAMES HUSTON, Gosforth, Northumberland, Provision Importer June 23 Gee, Newcastle upon Tyne

BELL, WILLIAM ALLAN, Thorhill cres, Barnsley June 15 Cartwright & Cunningham, Paternoster row

BLAZERWICK, JOHN, Sheffield June 16 Broomehead & Co, Sheffield

BOOKE, WILLIAM, Chesham, Manchester, Bricklayer May 29 Thomson, Manchester

BRADLEY, HENRY GEORGE, Glaslyn rd, Crouch End June 12 Redfern & Hunt, Alberbury ln

BROWN, MATILDA, Gt Grimsby June 26 Locking & Holdich, Hull

BROWNING, HUGH EDMOND, Bedford June 8 Waddilove & Johnson, Knighttrider st Doctor's Commons

BUTCHER, EDWARD, Croydon June 15 Dewey, Basinghall st

CADMAN, JOHN HEATON, Ackworth, nr Pontefract June 13 Stewart, Leeds

CAMPBELL, IVAN, Oldham, Lancs June 23 Ascroft & Co, Oldham

CAPEL, BOY WILLIAM RAWLINS, Bournemouth June 15 Preston & Francis, Bournemouth

CORKHILL, JOHN, Liverpool, Team Owner June 18 Penketh & Co, Liverpool

COURTAULD, RIGHT REV REGINALD DD, Hereford rd, Bayswater June 15 Blake & Co, Sergeant's inn, Temple

DAUBENY, ELIZA HUDSON, Charlton Kings, Cheltenham June 30 Turner & Co, Nottinghams

DEHNISTON, CHARLES HERBERT OAKLEY, Roslea, Bow, Dumbarton May 31 Ballantyne & Co, Glasgow

FOWLER, ELIZA ANN, Halifax June 20 Jubb & Co, Halifax

FRICKS, ELLEN, Chapham rise, Canterbury June 1 Barlow & Co, Fenchurch st

GODFREY, EDWARD, Staplegate, Canterbury June 9 Purley & Furley, Canterbury

GARRETT, JOHN WILLIAM, Whitecross pl, Finsbury, General Dealer June 7 Mills, Bishopsgate & Without

GREGORY, JOHN, Melksham, Wilts, Farmer June 3 Smith, Melksham

HARRISON, WILLIAM HENRY, Clitheroe, Lancs, Stonemason July 9 Baldwin & Co, Clitheroe

HENDERSON, BRUCE, Mark in June 12 Hatchett & Co, Mark in

HETHERTON, JOHN, Forster rd, Streatham July 14 Giles, Lambeth rd

HOMER, REV ARTHUR, Kidsgrove, Staffs June 19 Taylor, Lincoln's Inn Fields

JOHNSON, AGNES, Focklington, Yorks, Innkeeper June 9 Powell, Focklington

JORDAN, MARGARET, Sunderland June 10 Smith, South Shields

KANE, JOHN FRANCIS, Elm Park gdns July 1 Tolhurst & Co, Gravesend

KIGHTON, ABRAHAM, Colne, Lancs May 30 Titcomb, Colne

LATHAM, EMMA, George st, Portman sq June 16 Syrett & Sons, Finsbury pvtnt

MACLELLAN, JOSEPH JOHN, St James st, Civil Engineer June 20 Lingard & Leach, Finsbury circus

MALTON, ELLEN, Scarborough, Brick Manufacturer June 9 Hick & Son, Scarborough

MARSH, ANDREW, West Buckland, Devon, Yeoman June 12 Ricard & Son, South Molton

MATTHEWS, BENJAMIN, Lymington, Hants June 10 Moore & Co, Lymington

MERRILL, JOSEPH, Earliestown, Lancs, Machinist May 28 White & Sons, Warrington

WRIGHT, JAMES, Earliestown May 28 White & Sons, Warrington

MOORE, EDWIN, Aston, Warwick, Brewer May 30 Moore, jun, Aston, nr Birmingham

MURISON, ELIZA, Edgbaston, Birmingham June 16 Pritchard, Birmingham

MYHORE, THOMAS BASKERVILLE, Aberdew, Radnor, J.P. July 1 Burch & Co, Spring gdns

NEWELL, FREEMAN, Gt Yarmouth, Woolies Agent June 5 Asprey, Lincoln's Inn Fields

OPFERHEIMER, WILLIAM, Ewell Castle, Ewell, Surrey, Manufacturing Chemist June 23 Kimber & Boatman, London st

PEARCE, JOSEPH, Ellistown, Leicester, Farmer June 26 Keates, Leicester

PORTAS, MARY ANN, Eildworth, Notts June 15 Alcock, Mansfield

RANDALL, MARY, Plympton rd, Kilburn June 21 Wood, Finsbury sq

REDDALL, CHARLES FREDERICK, sen, Handsworth June 16 Pritchard, Birmingham

REICHENBACH, CARL ADOLPH, Fesa st, Fenchurch st, Merchant June 8 Rehder & Higgs, Mincing

ROWE, ELIZABETH, Liverpool June 12 Gradwell & Co, Liverpool

ROWE, ELIAS, Liverpool, Ship's Steward June 11 Lamb & Co, Liverpool

SCOTT, JAMES THOMAS, Stevenage, Herts June 1 Helder & Co, Clement's inn, Strand

SCOTT, ELIZABETH, Blackpool June 4 Wall, Wallgate, Wigan

SMITH, THOMAS MAY, Kensington, Liverpool, Brewer June 15 Bremner & Co, Liverpool
STEWART, JOHN CHARLES, Gosforth, Northumberland May 31 Chartres & Youll, Newcastle upon Tyne
SWIFT, HERBERT, Hartfield, Sussex June 9 Beeching & Son, Tunbridge Wells
WATSON, HENRY, Waterloo, Lancs June 21 Tyer & Co, Liverpool
WELLSLEY, HERBERT ARTHUR, Waltham Cross, Essex, Stockholders June 15 Woodhouse & Davidson, Linsl st
WESTCOTT, CHARLES ROBERT, Exeter June 11 B T & H Campion, Exeter
WILLIAMS, JANE, Llanasa, Flint June 18 Bromley & Co, Rhyl
WINTERSGILL, HANNAH, New Worthy, Leeds June 11 Scholes, Manchester
WOODBROOK, MARY, Gt Yarmouth May 17 Burton & Son, Gt Yarmouth
WOODROW, ELEANOR, Gt Yarmouth May 17 Burton & Son, Gt Yarmouth
WORDINGHAM, FANNY, Catford June 24 Dod & Co, Berners st

London Gazette.—TUESDAY, May 22.

ALLEN, MARY ANN, Palace houses, Kensington gdns July 16 Benjamin, Coleman st
BACON, CHARLOTTE, Priest Bridge, Barrow June 11 Fawcett, Finsbury pvtnt

BALFE, MARGARET, Horwich, Lancs June 11 Scholes, Manchester
BAKER, HENRY, Abertwystwy, Mon June 12 Morgan & Co, Cardiff
BOARD, JOSEPH THOMAS, Willsbridge, Bitton, Glos June 30 Broad & Lewis, Bristol

BRADLEY, THOMAS, York June 30 Wood, York
DENNISTOUN, CHARLES HERBERT OAKLEY, Roslea, Bow, Dumbarton May 31 Bannatyne & Co, Glasgow

DRINKWATER, ADELAIDE, Manchester, Chemist June 12 Sampson & Price, Manchester
FRAZER, GERTRUDE, Bina gdns, South Kensington June 23 Uperton & Co, Lincoln's Inn Fields

GATCAGE, Major Gen Sir WILLIAM FORBES, KCB, DSO, Stroud, Glos July 1 Marcy & Co, Bowdley

GREENWOOD, CHARLES, Harrogate June 20 Hirst & Capes, Harrogate
HANCOCK, MARY, Brampton, Chesterfield July 1 Stanton & Walker, Chesterfield

HANNIFORD, JULIA, Brockley June 11 Bridgman & Co, College Hill, Cannon st
HENDERSON, WILLIAM JEFFERY, Kellit rd, Brixton June 30 Ellis & Co, College Hill

HOLMRAKE, WILLIAM, Kirchen rd, Ealing June 15 Leader, Lime st
HUME, JAMES, Manchester, Drysler June 11 Scholes, Manchester
LAWFORD, THOMAS HENRY, Meltham, nr Huddersfield June 15 Ramsden & Co, Huddersfield

MARKE, WILLIAM, Redruth, Cornwall June 31 Paige & Grylls, Redruth
MITCHINSON, MATTHEW, Kirkbride, Cumberland May 31 Rigg, Wigton, Cumberland

PALMER, BENJAMIN WALTER, Bristol, Ironmonger June 6 Day, Bristol
RIDDLE, MARY ANN, Pattingham, nr Wolverhampton May 31 Dent & Adams, Wolverhampton

ROBERTS, ELIZA, King's rd, Chelsea June 18 Grenside, Dean's yard, Westminster
ROYSTON, EDITH, Heath Chapel, Lancs June 11 Scholes, Manchester

SANDERS, ELIZABETH, Fort rd, Bermondsey July 10 Dunning & Co, Honiton
SANDOVER, MARY JANE, Plymouth June 21 Hooker & Co, Plymouth

SEBASTIAN, THOMAS AUSTIN, Gracechurch st, Iron Merchant June 10 Pettitt, Old Jewry
SEYMOUR, JAMES, Bassincott Park rd, Shepherd's Bush June 9 Rawlings & Butt, Walbrook

SMITH, JAMES, Easington ln, Durham June 16 Pridlin, Houghton le Spring
SPENCE, JANE, Ealing June 12 Master & Co, Stone bridge, Lincoln's Inn Fields

SUTTON, ELIZABETH, Over Tabley, nr Knutsford, Cheshire June 11 Lepton & Fawcett, Leeks

TARBUCK, GEORGE HASSEL, Salford Aug 6 Hewitt & Son, Manchester

TOTTENHAM, ANNA MARIA, Worthing June 14 Taylor & Co, Bedford row

TOWNER, THOMAS, Bromley, Kent, Blacksmith June 12 Buse, Tunbridge Wells

VOSS, WILLIAM, Welford, nr Rugby, Warwick June 18 Nicholson, Market Harborough

WEELEY, SUSAN AMY, Worthing June 30 Boscoe & Hincks, Christopher st, Finsbury sq

WESTON, THOMAS, Forest Hill, Grove July 2 Suddon & Harford, Ironmonger in

WRIGHT, WILLIAM HENRY, Church st, Chelsea, Dairymen June 18 Mead, Lincoln's Inn Fields

London Gazette.—FRIDAY, May 18.

AKED, MAY, Southport June 30 Brighouse & Co, Southport
ARMITAGE, JOSEPH ALEXANDER, Upleatham, Yorks June 30 Balmer & Co, Leeds

BEEZER, MARY, Beckenham June 28 Bolton & Co, Temple

BIRK, BENJAMIN, Hillsborough, Sheffield, Titter June 30 Branson & Son, Sheffield

BIDGE, ISABELLA, Higher Broughton, nr Manchester, Builder June 20 Almond & Sons, Manchester

BROWN, EDWARD, Corbridge, Northumberland June 30 Wilkinson & Marshall, Newcastle upon Tyne

CHARLTON, LESLY, Bognor June 20 Cuitz, Bognor

CHILD, HENRY, Hart allier, Farningdon st, Builder June 20 Freeman & Son, Bedford row

CLARK, ROBERT HENRY, Nunhead June 1 Haigh & Son, Selby

CLAYTON, CAROLINE, Finsbury, Essex June 25 Tyler, Clement's inn

COLE, MARY ELIZABETH, Loswithiel, Cornwall June 25 Pethybridge, Bodmin

COTTON, THOMAS HENRY, Stretham, Staffs, Farmer June 27 Lowe & Auden, Burton on Trent

COX, SARAH, Gt Torrington, Devon June 16 Doe, Gt Torrington

DRURY, MARIA WHARTON, Elbigaston, Birmingham June 19 Shore & King, Birmingham

DUNN, THOMAS, Brockmoor, Kingwinford, Staffs June 25 Pritchard, Birmingham

ELL, EMILY, Burgoynes rd, Harringay, Cycles Factor June 30 Greig, Finchurch st

FISH, LIZ, Preston, Cotton Manufacturer June 16 Edleston & Son, Preston

FRASER, JOHN HENRY, Southwark st, Oil Manufacturer June 25 Fraser & Son, Dean st, Soho st

GILLAN, SONIA HENRIETTA, Hereford June 30 Jeffery, Worcester

HOLLAND, MATILDA, Little Hallingbury, Essex June 23 Bullock, Winslow

HOPKIN, WILLIAM KING, Brondesbury Park, London June 20 Freeman & Son, Bedford row

KERWYN, JOHN, Northampton June 22 Darnell & Price, Northampton

LIGHTFOOT, ELIZABETH ANCHOR, Homel Hempstead, Herts June 30 Hodding & Co, St Albans, Herts

MCKITTRICK, MATILDA, Birmingham June 24 Chinn & Nichols, Birmingham

MITFORD, EMILY, New Etham, Kent June 9 Murray, Clement's inn, Strand

NUNN, EY ROBERT AUGUSTINE, Lymn, Suffolk June 16 Josselyn & Sons, Ipswich

OLDFIELD, ELIZABETH, Liverpool June 20 Taylor, Liverpool

OLIVER, GEORGE THOMAS, Dawlish, Devon June 14 Whidbey & Cole, Dawlish

OWENHYN, HARRIET LOURETTE, Broadstairs June 18 Tucker & Co, New st, Lincoln's Inn

PEACOCK, WILLIAM, Huntington, Painter June 30 Hunniball & Sons, Huntington

POWELL, ELIZABETH FRANCES, Hockliffe June 25 Hunniball & Sons, Norfolk st, Strand

POYNTON, RICHARD, Chester, Carriage Proprietor May 31 Evans, Chester

PRINCE, JOHN, Sydenham Hill, July 16 Bircham & Co, Parliament st

PROCTOR, RICHARD, Warwick, Farmer June 24 Chinn & Nichols, Birmingham

RAINS, STEPHEN JAMES, Fairfield, Liverpool, Master Mariner June 18 Rudd, Liverpool

RUSSELL, FREDERICK, Torquay, Civil Engineer June 16 Peabody, Bexhill

SIMONITE, JOSEPH, Sheerness on Sea, Kent June 21 Watson & Co, Sheerness

TAYLOR, WILLIAM FRANCIS, Liverpool June 33 Walker, Liverpool

TORKINGTON, SARAH, Denton, Lancs June 22 Richards & Hunt, Denton, nr Manchester

TWEDD, JOHN, Hadsfield, Derby June 17 Elliott & Jones, Gresford

WALKER, SURGEON GENERAL JAMES PATTISON, Clacton on Sea June 16 Maddison & Co, Old Jewry

WANNER, STUART WESTON, St Austell, Cornwall June 27 Cobbett & Co, Manchester

WATERLAND, THOMAS, Bexhill June 16 Peabody, Bexhill

WILKINSON, ADAM, Sheerness on Sea, Kent June 23 Macartney, Gravesend

WOLWARTH, EMMA VON, Balham June 26 Golding & Co, West st, Finsbury circus

WTYERS, WILLIAM, Wavick June 30 Campbell & Co, Warwick

Bankruptcy Notices.

London Gazette.—TUESDAY, May 15.

FIRST MEETINGS.

ADAMSON, ROBERT, West Hartlepool, Bacon Factor	May 24 at 4	Off Rec. 8, Manor pl, Sunderland
ALLEN, JAMES CHARLES, Clacton on Sea, House Agent	May 29 at 11.15	Cups Hotel, Colchester
ARDLEY, HORACE BARKES, Halstead, Essex, Coal Merchant	May 29 at 11.30	Cups Hotel, Colchester
ARMITAGE, GEORGE HERBERT, Crossden Moor, Huddersfield, Fish Dealer	May 24 at 3.30	Off Rec, Prudential bridge, New st, Huddersfield
BAINBRIDGE, WILLIAM HUNT, Stockton on Tees, Plasterers' Labourer	May 23 at 3	Off Rec. 8, Albert rd, Middlesbrough
BEDINGFIELD, MABEL, Dovercourt, Essex, Fancy Draper	Junes 8 at 11	Cups Hotel, Colchester
BRIGHTMAN, HAROLD EDWARD, Westbury on Trym, Bristol, Photographer	May 23 at 11.45	Off Rec. 26, Baldwin st, Bristol
COHEN, ISAAC ISRAEL, and ASHER ISRAEL COHEN, Middlesex st, Chudleigh	May 24 at 1	Bankruptcy bldgs, Carey st
EDMONDSON, THOMAS, Weaste, Salford, Lancs, Plasterer	May 25 at 3	Off Rec, Byron st, Manchester
ENGLISH, FRANCY, Leeds, Grocer	May 24 at 11	Off Rec. 22, Park row, Leeds
EXLEY, ENOCH, Ravenshorpe, Yorks, Blacksmith	May 23 at 10.30	Off Rec, Bank chmrs, Corporation st, Dewsbury
FESTING, ANTHONY, Piccadilly	May 25 at 11	Bankruptcy bldgs, Carey st
FIRTS, JOHN, Barnsley, Fruit Merchant	May 23 at 10.30	Off Rec. 7, Regent st, Barnsley
FORSTER, GEORGE, Corbridge on Tyne, Northumberland, Contractor	May 23 at 11	Off Rec. 30, Mosley st, Newcastle on Tyne
GUNN, EDGAR HAROLD, Slatthwaite, nr Huddersfield, Saddler	May 24 at 3	Off Rec, Prudential bridge, New st, Huddersfield
GUNTER, PHILIP EDWARD, Newport, Mon, Cheesemonger	May 23 at 11	Off Rec. 144, Commercial st, Newport, Mon
HARDICK, FREDERICK, Maida Hill	May 23 at 2.30	Bankruptcy bldgs, Carey st
HARRISON, FREDERIC, Ilkley, Yorks, Tutor	May 24 at 13	Off Rec. 22, Park row, Leeds
HAYNES, CLARA, Fostons rd, Earl's Court, Dressmaker	May 25 at 2.30	Bankruptcy bldgs, Carey st
HAYNES, JOSEPH EDWARD, Bristol, Grocer	May 23 at 12.30	Off Rec. 26, Baldwin st, Bristol
HEARDEN, ELEANOR JANE, Folkestone, Costumier	May 24 at 9	Off Rec. 68a, Castle st, Canterbury
HILL, ALBERT, Halifax, Woollen Merchant	May 23 at 3.30	Off Rec, Townhall chmrs, Halifax
HOLDEN, WILLIAM, West Bromwich, Staffs, Butcher	May 23 at 10.15	Law Courts, Lombard st, West Bromwich
JENKINS, GWILYNN, Britionry, Glam, Insurance Agent	May 23 at 11.30	Off Rec. 31, Alexandra rd, Swansea
JOHNSON, HIBBERT, Boston Dock, Boston, Lincs, Fish Buyer	May 23 at 2.30	Off Rec. 4, and 6, West st, Boston
JONES, HUGH, Everton, Liverpool, Builder	May 23 at 12	Off Rec. 33, Victoria st, Liverpool
LAWES, CHARLES, Boston, Lincs, Draper	May 23 at 2	Off Rec. 4, and 5, West st, Boston
MACKENZIE, HERBERT JEPHON, Mount View rd, Crouch hill, Upnorchester	May 23 at 14	Bankruptcy bldgs, Carey st
MACHIN, CHARLES, Shrewsbury, Fruiterer	May 23 at 12.30	Off Rec. 22, Swan hill, Shrewsbury
MARR, JOHN WILLIAS, Crock, Durham	May 23 at 3	Off Rec. 8, Manor pl, Sunderland
MARTIN, FRAZER, Cheltenham, Railway Guard	June 7 at 11.15	County Court bldgs, Cheltenham
MIDDLETON, URBAN WRIGHT, Piford Lock, nr Byfleet, Surrey, Licensed Victualler	May 23 at 11.30	132, York rd, Westminster Bridge
MILLER, WILLIAM HAYWARD, Weston super Mare	May 23 at 12	Off Rec. 144, Commercial st, Newport, Mon
MORGAN, JOSEPH WHITHAM, Leeds, Grocer	May 23 at 3	Off Rec. 22, Park rd, Leeds
NEWTON, ARTHUR, SPASTON, Chesterfield, Rope Manufacturer	May 23 at 11	Off Rec. 47, Full st, Derby
OTTAWA, JOHN, JAU, Chancery in, Solicitor	May 23 at 12	Bankruptcy bldgs, Carey st
OWENS, HENRY REYNOLDS, Wallasey, Chester	May 23 at 12.30	Off Rec. 30, Victoria st, Liverpool
PARDON, WALTER EDWIN, Stoechford, Worcester, Fish Dealer	May 23 at 11.15	Corporation st, Birmingham
PARKINSON, MARY ELIZABETH, Worcester, Hotel Proprietress	May 24 at 11.45	45, Copenhagen st, Worcester
PARNELL, PHILIP HENRY, Norwich, Licensed Victualler	May 23 at 23	Off Rec. 8, King st, Norwich
Pritchard, WILLIAM HYDE, Dover, Greengrocer	May 24 at 9.15	Off Rec. 68, Castle st, Canterbury
REEVE, JOHN, Margate, Chemist	May 24 at 9.30	Off Rec. 68a, Castle st, Canterbury
RIPLEY, MARY ANN, Brigstowe, Leeds, Perambulator Manufacturer	May 24 at 11.30	Off Rec. 22, Park row, Leeds
SIMPSON, JOHN, St Helen's, Auckland, Durham, Joiner	May 23 at 2.30	Off Rec. 3, Manor pl, Sunderland
SMITH, F. BEADING, Grocer	May 23 at 12	Queen's Hotel, Reading
SMITH, RICHARD PAYNHOLDS, Eaton Constantine, Salop, Grocer	May 23 at 11.30	Off Rec. 22, Swan hill, Shrewsbury
SMITH, WILLIAM, Wakefield, Asylum Attendant	May 24 at 11.30	Off Rec. 6, Bond ter, Wakefield
SNOW, FRANK BOWLAND, Harrogate, Jeweller	May 23 at 2.30	Off Rec. The Red House, Duncumb pl, York
SOWDERS, WILLIAM, Boston, Notts	May 23 at 11	Off Rec. 4, Castle pl, Park st, Nottingham
STANHOPE, ANTHONY JAMES, Rayleigh, Essex, Butcher	May 23 at 12	The Institute, Clarence rd, Southend on Sea
STACY, JAMES JOHN, Clevedon, Somerset, Painter	May 23 at 12.15	Off Rec. 26, Baldwin st, Bristol

STOCK, WILLIAM HENRY, jun, North Wootton, Somerset, Farmer May 23 at 12 Off Rec, 36 Baldwin st, Bristol THOMPSON, JAMES WALTER, Shambles, Worcester, Fruit Dealer May 23 at 11.30, 45 Copenhagen st, Worcester THURM, ROBERT RUSSEL, West Jesmond, Newcastle upon Tyne May 23 at 8 Off Rec, 30, Mosley st, Newcastle on Tyne TUBB, ANTHONY WALTER, Downley, West Wycombe, Bucks, Baker May 29 at 11.30 Off Rec, 1, St Aldate's, Oxford WATKINS, JOHN, Hereford, Farmer May 25 at 2.30 2, Offa st, Hereford WHITFIELD, JAMES CLARK, Hemsworth, Yorks, Slater May 24 at 11 Off Rec, 6, Bond st, Wakefield WILKINSON, ROBERT STANLEY, Kingston on Hull, Commission Agent May 23 at 11 Off Rec, Trinity House Inn, Hull WILLIAMS, ARTHUR, Evan, Ystradgynlais, Brecon, Collier May 23 at 12 Off Rec, 31, Alexandra rd, Swansea WILLIAMS, JOHN, Rhaeadrwydch, Glam, Colliery Repairer May 23 at 12, 13, High st, Merthyr Tidfil

ADJUDICATIONS.

BRITTON, GEORGE HERBERT, Croxton Moor, Huddersfield, Fish Dealer Huddersfield Pet May 9 Ord May 9 BAINBRIDGE, WILLIAM HUNTER, Stockton on Tees, Plasterer's Labourer Stockton on Tees Pet May 9 Ord May 9 BOWERS, GEORGE THOMAS, Burton upon Stather, Job Master & Grimby Pet April 9 Ord May 12 BRIDGE, JOSEPH, High Wycombe, Grocer Aylesbury Pet April 12 Ord May 9 BRIGHTMAN, HABWARD EDWARD, Westbury upon Trym, Bristol, Photographer Bristol Pet May 10 Ord May 10 BURROUGHS, GEORGE HERBERT WINDSOR, Perham rd, West Kensington, Theatrical Lessee Bign Court Pet April 3 Ord May 12 COHEN, ISAAC ISRAEL, and ASHER ISRAEL COHEN, Middlesex st, Clothiers High Court Pet May 11 Ord May 11 COX, JAMES, Old Kent rd, Butcher High Court Pet April 21 Ord May 11 CUNNINGH, THOMAS HENRY, Sheffield, Grocer Sheffield Pet May 11 Ord May 11 ENGLISH, PHILIP, Leeds, Grocer Leeds Pet May 11 Ord May 11 HANNETT, WILLIAM JOSEPH, Old Catton, Norfolk, Fruit Grower Norwich Pet May 3 Ord May 11 HARRISON, FREDERIC, Ilkley, Yorks, Tutor Leeds Pet May 15 Ord May 12 HAYNES, JOSEPH EDWARD, Bishopston, Bristol, Grocer Bristol Pet May 11 Ord May 11 HATTON, EDWARD, Darlington Stockton on Tees Pet April 24 Ord May 11 HEARDNIN, ELEANOR JANE, Fulkestone, Costumer Canterbury Pet May 11 Ord May 12 HIGGINS, JOHN, jun, Plumpton, Sussex, Jobbing Decorator Lewes Pet May 11 Ord May 11 HOUGH, MARGARET, Warrington, Grocer Warrington Pet May 11 Ord May 11 JOHNSON, HERBERT, Boston, Lincs, Fish Buyer Boston Pet May 10 Ord May 10 LACEY, J. L., 80 John's Hill, Clapham Junction, Furniture Dealer Wandsworth b Pet Jan 30 Ord May 10 LAW, ERNEST, Accrington, Fish Salesman Blackburn Pet April 21 Ord May 12 LILLEYWELL, BENJAMIN, Gilfach, nr Bangor, Fitter Merthyr Tydfil Pet May 12 Ord May 12 MACFARLANE, HERBERT JEPSON, Mount Vi-w rd, Crouch Hill, Upholsterer High Court Pet May 10 Ord May 10 MAGIN, CHARLES, Shrewsbury, Fruiterer Shrewsbury Pet May 11 Ord May 11 MAY, ABRAHAM, Abbercrombie st, St John's Wood, Hardware Merchant High Court Pet March 29 Ord May 11 MIDDLETON, UNEAS WRIGHT, Piford Lock, nr Byfleet, Surrey, Licensed Victualler Kingston, Surrey Pet April 19 Ord May 11 MORGAN, JOSHUA WHITHAM, Leeds, Grocer Leeds Pet May 10 Ord May 10 MORIN, EMIL, Bermondsey st, Bermondsey, Leather Merchant High Court Pet March 29 Ord May 9 MOULD, EDWARD HERBERT, New Southgate, Clerk Barnet Pet May 2 Ord May 9 OWENS, HENRY REYNOLDS, Wallasey, Chester, Assistant Cashier Liverpool Pet May 4 Ord May 10 OZENBROOK, SAMUEL, Nottingham, Grocer's Assistant Nottingham Pet May 9 Ord May 9 PARKINSON, MARY ELIZABETH, Worcester, Hotel Proprietress Worcester Ord May 10 REEVES, JOHN, Margate, Chemist Canterbury Pet May 11 Ord May 11 RIPLEY, MARY ANN, Brigrate, Leeds, Perambulator Manufacturer Leeds Pet May 10 Ord May 10 BOWDISH, JAMES, Wilton rd, Hammersmith, Builder High Court Pet Feb 29 Ord May 7 SHOBROOKS, ELIZA ANNIE, Heaton Chapel, Lancs, Boot Dealer Stockport Pet May 12 Ord May 12 SMITH, WILLIAM, Wakefield, Asylum Attendant Wakefield Pet May 11 Ord May 11 STEVENS, FRANCIS SEYMOUR, Ennismore gdns, Knightsbridge High Court Pet April 4 Ord May 12 STOCK, WILLIAM HENRY, jun, North Wootton, Somerset, Farmer Wells Pet May 10 Ord May 10 THOMPSON, JAMES WALTER, Shambles, Worcester, Fruit Dealer Worcester Pet May 10 Ord May 10 THURN, ROBERT RUSSELL, West Jeasmond, Newcastle on Tyne Newcastle on Tyne Pet May 10 Ord May 10 UNDERHILL, E B, West Hampstead High Court Pet March 6 Ord May 7 WATSON, JOSEPH HOOGST, Willington, Durham, Painter Durham Pet May 9 Ord May 9 WEBB, JOHN HAROLD, and EDWARD CLIFFORD ADEY, Plymouth, Stationers Plymouth Pet May 8 Ord May 11 WEST, FRANK, Southend on Sea, Newsagent Chelmsford Pet May 9 Ord May 9 WHITWELL, JAMES CLARK, Hemsworth, Slater Wakefield Pet May 10 Ord May 10 WILSON, WILLIAM HOLBEC, Leeds, Collector Leeds Pet April 21 Ord May 9 WOODWARD, HENRY, Llandaff North, Glam, Wheelwright Cardiff Pet May 10 Ord May 10

London Gazette.—FRIDAY, May 18.

RECEIVING ORDERS.

ATKIN, MARTIN, Southwark st, Southwark, Leather Merchant	High Court Pet April 20 Ord May 15
AMBROSE, MARY ELIZABETH, Swansea, Hosier	Swansea Pet May 15 Ord May 15
ANNEKES, WILLIAM HENBY, Chester	Photographic Dealer Chester Pet May 16 Ord May 18
BAKER, WILLIAM ARTHUR, Landport, Hants	Draper Portsmouth Pet May 12 Ord May 12
BALDWIN, ROBERT ARTHUR WARREN, Southport	Lancashire Grocer Liverpool Pet May 18 Ord May 16
BARNES, GEORGE A, Brighton	Motor Maker Greenwich Pet April 11 Ord May 15
BENSON, SYDNEY, Haigh, Lancs	Musician Wigan Pet May 15 Ord May 15
BENTLEY, R W, New Broad st, Advertising Agent	High Court Pet Jan 15 Ord May 15
BRADSHAW, FRANK, and BONNIE BRADSHAW, Accrington	Engineers Blackburn Pet May 14 Ord May 14
BRANNAN, JOHN, Denbigh	Marine Stores Dealer Bangor Pet May 16 Ord May 15
BROWN, CLARA HELENA, Sheffield	Manu. Warehouseman Sheffield Pet May 2 Ord May 14
BURNETT, RICHARD COMPTON, Mecklenburgh st	High Court Pet April 4 Ord May 15
CAMM, JOSEPH ROBERT, Bishopston, Bristol	Printer Bristol Pet May 16 Ord May 16
CAVELL, HERBERT THOMAS VINCENT, Walmer, Kent	Fisherman Canterbury Pet May 18 Ord May 15
CHAPMAN, EDWARD, Wheatley Hill, Durham	Miner Durham Pet May 14 Ord May 14
CREBO, WILLIAM, Quidhampton, nr Salisbury	Baker Salisbury Pet May 15 Ord May 15
COLE, MARGARET, Pontypridd, Glam	Grocer Pontypridd Pet May 14 Ord May 14
CUNNINGHAM, ROBERT, and HENRY WOODYEAR SMITH, Fleet	Contractors Guildford Pet May 10 Ord May 10
DAVIES, GEORGE, Cymmer, Porth, Glam	Collier Pontypridd Pet May 18 Ord May 15
DENNY, THOMAS, and WILLIAM RICHARD DENNY, Brixton	hill, Streatham, Saddlers Wandsworth Pet May 14 Ord May 14
DICKINSON, ALBERT, Armley, Leeds	Electrical Engineer Leeds Pet May 12 Ord May 12
DUGWORTH, GEORGE, Charterhouse st, Cutler	High Court Pet May 15 Ord May 15
ELLIOTT, ALBERT, Darnall, Sheffield	Grocer Sheffield Pet April 25 Ord May 14
ELSON, ERNEST, Wisbech	Cambridge, Baker King's Lynn Pet May 15 Ord May 15
EVANS, WILLIAM, Maiford, Montgomery	Hotel Keeper Newtown Pet May 14 Ord May 14
FIELD, GEORGE, Chatsworth rd, Clapton Park	Greengrocer's Assistant High Court Pet May 14 Ord May 14
FORSTER, HARRY, Clayton, Lancs	Plumber Ashton under Lyne Pet May 14 Ord May 14
FRANK, JOSEPH JULIUS, Fallowfield	Manchester, Manufacturer's Agent at Manchester Pet May 14 Ord May 14
GORE, SPENCER WENTWORTH, Little College st	High Court Pet May 13 Pet May 12
GUYAN, CHARLES, Bristol	Bulldozer Bristol Pet April 20 Ord May 15
HARDY, DUDLEY, Gloucester rd, South Kennington	Artist High Court Pet May 15 Ord May 15
HABLING, CHARLES, Salsden, Yorks	Bread Baker Bradford Pet May 15 Ord May 15
HARTWELL, WALTER, Kidderminster	China Dealer Kidderminster Pet May 14 Ord May 14
HILLMAN, ALFRED JESSE, Bath	Newagent Bath Pet May 16 Ord May 16
HODGSON, ROBERT THOMAS, Sowerby, nr Halifax	Cattle Dealer Halifax Pet May 15 Ord May 15
HOLES, GEORGE, and FRED GHAY, Burbage, nr Buxton	Derby, Stockport Stockport Pet May 16 Ord May 16
HYDE, EDWARD, Marple Bridge, Derby	Shirt Manufacture, Manchester Pet May 16 Ord May 16
JAMES, ABRAHAM JOHN WATKIN, Newtown, Montgomery	Manufacturer Newtown Pet May 5 Ord May 16
JEEVES, TOM, OMADYK, Gilwern, Brecon	Licence Holder Tredegar Pet May 11 Ord May 11
KIMBER, QUINTILLIAN HOSKES JOSEPH, Fowkes bldg, Gt	Tower St, High Court Pet Nov 25 Ord May 16
LOCKHART, JOHN, Grantham	Painter Nottingham Pet May 16 Ord May 15
MADLEY & PERRY, Pengam, Mon	Builders Tredegar Pet April 10 Ord May 15
MOON, JOSEPH, Salford, Lancs	Cattle Dealer Salford Pet April 30 Ord May 15
MYERS, GEORGE WILLIAM, Bristol	Solicitor's Clerk Bristol Pet May 3 Ord May 14
NIXON, WILLIAM HOOVES, Upper Richmond rd, Putney	Schoolmaster Wandsworth Pet May 15 Ord May 15
OWEN, ROBERT HENRY, Menai Bridge, Anglesey	General Dealer Bangor Pet May 15 Ord May 15
PERRY, ARTHUR SEPTIMUS, Hull	Fish Curer Kingston upon Hull Pet May 15 Ord May 15
PYKE, JAMES WILLIAM, Norwich	Boot Manufacturer Norwich Pet May 16 Ord May 16
PRANCE, FRANCIS HARRY, Cardiff	Hairdresser Cardiff Pet May 16 Ord May 16
RADLEY, GEORGE HENRY, Patricroft, Lancs	Paper Merchant Salford Pet April 18 Ord May 14
ROBINSON, GEORGE ERNEST, Bailey, Yorks	General Dealer Dewsbury Pet May 14 Ord May 14
WIMBORN, CHARLES, Lawrence in, Lancs	Manufacturer's Agent High Court Pet May 14 Ord May 14
BLACK, THOMAS, Denton, Lancs	Auctioneer Ashton under Lyne Pet May 16 Ord May 16
SMITH, WILLIAM, Rothwell, Yorks	Broker Leeds Pet May 14 Ord May 14
TEELKE, GEORGE, Silversdale, Staffs	Grocer Hanley Pet May 14 Ord May 14
STEVEN, PERRY ALBERT, GEORGE HENRY STEVENS, and	GUSTAVE WILLIAM STEVENS, Hockley, Birmingham, Jewellers Birmingham Pet May 14 Ord May 14
WANNACK, WILLIAM, Brighton	Confectioner Brighton Pet May 14 Ord May 14

THOMAS, EDWARD MERCER, Gillingham, Kent, Butcher Rochester Pet May 3 Ord May 14	THOMAS, THOMAS, Macclesfield, Joiner Off Rec. 23, King Edward st., Macclesfield	May 29 at 11.30	HOLME, GEORGE, and FRED GRAY, Bursage, nr Buxton, Derby, Innkeepers Stockport Pet May 16 Ord May 16
THOMAS, FRANK, Reading, Dairyman Eastbourne Pet April 27 Ord May 15	SIMPSON, BERTHA, Sheffield, Chemist Off Rec. Figitree In, Sheffield	May 29 at 1	HYDE, EDWARD, Marples Bridge, Derby, Shirt Manufacturer Manchester Pet May 16 Ord May 16
WALKER, HAROLD, Bagg, Painter's Assistant Gt Grimsby Pet May 15 Ord May 15	SIMPSON, CHARLES, Lawrence In, Manufacturer's Agent May 28 at 11	JEFFRIES, TOM ORMOND, Gilwern, Brecon, Licensee Holder	CHARLES DAVID SELIGMAN, Esq.
WALTERS, JOHN ALFRED, Manor Park, Hoxton High Court Pet May 14 Ord May 14	SMITH, WILLIAM, Rothwell, Yorks, Broker May 29 at 11.30	Tredgar Pet May 11 Ord May 11	JOHN GRANTHAM, Painter Nottingham Pet May 15 Ord May 15
WARD, JOSEPH, Higher Hillgate, Stockport, Builder Stockport Pet May 1 Ord May 11	TATE, THOMAS CLARKSON, Doncaster, Smith's Strike Off Rec. 22, Park row, Leeds	WADLEY, WILLIAM JAMES, and GEORGE PEREY, Pengam, Mon, Builders Tredgar Pet April 10 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
WATSON, CHARLES, Shipley, Yorks, Boatman Bradford Pet May 14 Ord May 14	THORNE, FRANK, Reading June 5 at 2 County Court Offices Seaside rd, Eastbourne	NIXON, WILLIAM HOOPER, Upper Richmond rd, Putney, Schoolmaster Wandsworth Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
WHITWORTH, ALFRED, Kingston upon Hull, House Agent Kingston upon Hull Pet May 14 Ord May 14	VALE, JOHN HARPER, Redhill, Surrey, Grocer May 29 at 11.30	OWEN, ROBERT HENRY, Menai Bridge, Anglesey, General Dealer	CHARLES DAVID SELIGMAN, Esq.
WILSON, TOM, Caversham, Auctioneer's Clerk Reading Pet May 13 Ord May 12	WALTERS, JOHN ALFRED, Manor Park, Essex, Hoxton Pet 28 at 12	DRAPER BANGOR Pet May 15 Ord May 15	CHARLES DAVID SELIGMAN, Esq.
WOODS, WILLIAM, Spalding, Horse Breaker Peterborough Pet May 16 Ord May 16	WATSON, CHARLES, Shipley, Yorks, Boatman May 28 at 3 Off Rec. 29, Tyrell st, Bradford	PERRY, ARTHUR SEPTIMUS, Hull, Fish Curer Kingston upon Hull Pet May 15 Ord May 15	CHARLES DAVID SELIGMAN, Esq.
Amended notice substituted for that published in the London Gazette of May 8:	WATSON, JOSEPH HOGGOT, Willington, Durham, Painter May 28 at 3 Off Rec. 3, Manor pl, Sunderland	PIKE, JAMES WILLIAM, Norwich, Boat Manufacturer Norwich Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
RAWKINS, SYDNEY CHARLES, and ELIZABETH MAT GREAVES, Ealing, Estate Proprietors Brentford Pet April 3 Ord May 4	WEST, FRANK, Southend on Sea, Newsagent May 31 at 13 14, Bedford row	PRICE, FRANCIS HARRY, Cardiff, Hairdresser Cardiff Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
FIRST MEETINGS.	WILLIAMS, THOMAS GROVE, Spelter, Caerau, Maesteg, Glam, Grocer May 28 at 23 117, St Mary st, Cardiff	REEVE, FREDERICK WHITE, Whittle, Northampton, Builder	CHARLES DAVID SELIGMAN, Esq.
ATKINS, MARTIN, Southwark st, Southwark, Leather Merchant May 29 at 11 Bankruptcy bldgs, Carey st	WOODWARD, HENRY, Liendall, North Glam, Wheelwright May 28 at 3 117, St Mary st, Cardiff	BADSBURY, GEORGE ERNEST, Hatley, Yorks, General Dealer	CHARLES DAVID SELIGMAN, Esq.
BAKER, WILLIAM ARTHUR, Landport, Hants, Draper May 26 at 12 Off Rec. Cambridge junc, High st, Portsmouth	ADJUDICATIONS.	DEWBURY Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
BENSON, SYDNEY, Haigh, Lancs, Musician May 29 at 3 19, Exchange st, Bolton	ANEROSE, MARY ELIZABETH, St Thomas, Swanses, Hoxton Swanses Pet May 15 Ord May 15	SLACK, THOMAS, Lancs, Auctioneer Ashton under Lyne Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
BENTLEY, R. W., New Broad st, Advertising Agent May 29 at 1 Bankruptcy bldgs, Carey st	ANKERS, WILLIAM HENRY, Chester, Photographic Dealer Chester Pet May 16 Ord May 16	SMITH, WILLIAM, Rothwell, Yorks, Broker Leeds Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
BURNETT, RICHARD COMPTON, Macclesfield Pet May 29 at 12 Bankruptcy bldgs, Carey st	BALDWIN, ROBERT ARTHUR WARREN, Southport, Grocer Liverpool Pet May 16 Ord May 16	STEEL, GEORGE, Silverdale, Staffs, Grocer Hanley Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
CHAPMAN, EDWARD, Wheatley Hill, Durham, Miner May 28 at 2.30 Off Rec. 3, Manor pl, Sunderland	CAMM, JOSEPH ROBERT, Bishopston, Bristol, Printer Bristol Pet May 16 Ord May 16	SWANACK, WILLIAM, Brighton, Confectioner Brighton Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
COOK, CHARLES F., Catford, Builder May 29 at 11.30 132, York rd, Westminster Bridge	CHAPMAN, EDWARD, Wheatley Hill, Durham, Miner Durham Pet May 14 Ord May 14	TERRY, EDWARD MERRIS, Gillingham, Kent, Butcher Rochester Pet May 3 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
CULB, MARGARET PONTYPRIDD, grocer May 29 at 3 135, High st, Merthyr Tydfil	CLARKE, ARTHUR, WILLIAM VINE, Charl-ville rd, West Kensington, Medical Practitioner High Court Pet April 2 Ord May 14	TYNDALL, JAMES, JOSEPH TYNDALL, and JOSHUA TYNDALL, Staple Hill, Mangototied, Gloucester Bristol Pet May 8 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
CURNINGS, THOMAS HENRY, Sheffield, Grocer May 29 at 12 Off Rec. Figures In, Sheffield	CRAVEN, JOHN, Brixton Hill, London, Painter	WALKER, HAROLD, Bagg, Painter's Assistant Gt Grimsby Pet May 15 Ord May 15	CHARLES DAVID SELIGMAN, Esq.
CUNNINGHAM, ROBERT, and HENRY WOODWARD SMITH, Fife, Southampton, Contractors May 29 at 2.30 Bankruptcy bldgs, Carey st	CRAVEN, JOHN, Brixton Hill, London, Painter	WALTERS, JOHN ALFRED, Manor Park, Essex, Hoxton High Court Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
CURTIS, HENRY, Headings May 30 at 12.30 14, Bedford row	COOK, CHARLES F., Catford, Builder Greenwich Pet April 5 Ord May 15	WATSON, CHARLES, Shipley, Yorks, Boatman Bradford Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
DEAKIN, WILLIAM, Birmingham, Furniture Dealer May 28 at 11.10, Corporation st, Birmingham	COOK, CHARLES F., Catford, Builder Greenwich Pet April 5 Ord May 15	WESELY, JAMES, Ipswich, Butcher Ipswich Pet April 2 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
DICKINSON, ALBERT, Leeds, Electrical Engineer May 28 at 11 Off Rec. 22, Park row, Leeds	COOK, CHARLES F., Catford, Builder Greenwich Pet April 5 Ord May 15	WHITWORTH, ALFRED, Kingston upon Hull, House Agent King- ^{ton} upon Hull Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
DUNWORTH, GEORGE, Charterhouse st, Butcher's Cutler May 28 at 11 Bankruptcy bldgs, Carey st	COOK, CHARLES F., Catford, Builder Greenwich Pet April 5 Ord May 15	WILSON, TOM, Caversham, Auctioneer's Clerk Reading Pet May 12 Ord May 12	CHARLES DAVID SELIGMAN, Esq.
FIELD, GEORGE, Chatsworth rd, Clapton Park, Greengrocer's Assistant May 28 at 12 Bankruptcy bldgs, Carey st	COOK, CHARLES F., Catford, Builder Greenwich Pet April 5 Ord May 15	WOODS, WILLIAM, Spalding, Lincs, Horse Breaker Peterborough Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
GREENWOOD, HANNAH, Chatburn, Lancs, Corn Dealer May 28 at 10.30 Off Rec. 14, Chapel st, Preston	COOK, CHARLES F., Catford, Builder Greenwich Pet April 5 Ord May 15	WOORE, HECTOR JAMES HASTINGS, Minchinhampton, Gloucester, Licensed Victualler Cheltenham Pet April 27 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
HARLING, CHARLES, Siladen, Yorks, Bread Baker May 30 at 3 Off Rec. 29, Tyrell st, Bradford	DAVIES, GEORGE, Cymmer, Porth, Glam, Collier Pontypridd Pet May 14 Ord May 15	WESLEY, JAMES, Ipswich, Butcher Ipswich Pet April 2 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
HAYTON, EDWARD, Darlington Pet 28 at 11 Off Rec. 8, Albert rd, Middlesbrough	DAVIES, GEORGE, Cymmer, Porth, Glam, Collier Pontypridd Pet May 14 Ord May 15	WHITWORTH, ALFRED, Kingston upon Hull, House Agent King- ^{ton} upon Hull Pet May 14 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
HEBBERTON, ISHMAEL, Gorton, Manchester May 28 at 11 Off Rec. Byrom st, Manchester	DENNY, THOMAS, jun., and RICHARD WILLIAM DENNY, Brixton hill, Streatham, Sailors Wandsworth Pet May 14 Ord May 14	WILSON, TOM, Caversham, Auctioneer's Clerk Reading Pet May 12 Ord May 12	CHARLES DAVID SELIGMAN, Esq.
HIGGINS, JOHN, jun., Plumpton, Sussex, Jobbing Decorator May 28 at 12 Off Rec. 4, Pavilion bldgs, Brighton	DENNY, THOMAS, jun., and RICHARD WILLIAM DENNY, Brixton hill, Streatham, Sailors Wandsworth Pet May 14 Ord May 14	WOODS, WILLIAM, Spalding, Lincs, Horse Breaker Peterborough Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
HIND, EMMA, Ullenhall, Warwick, Grocer May 28 at 12 Off Rec. 5, High st, Coventry	DICKINSON, ALBERT, Worley, Leeds, Electrical Engineer Assistant High Court Pet May 14 Ord May 14	WOORE, HECTOR JAMES HASTINGS, Minchinhampton, Gloucester, Licensed Victualler Cheltenham Pet April 27 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
JAMES, ABRAHAM JOHN, WATKIN, Crossawdby, Newtown, Powys Pet May 28 at 12 Music Hall, The Square, Shrewsbury	DICKINSON, ALBERT, Worley, Leeds, Electrical Engineer Assistant High Court Pet May 14 Ord May 14	WESLEY, JAMES, Ipswich, Butcher Ipswich Pet April 2 Ord May 14	CHARLES DAVID SELIGMAN, Esq.
JEEVES, TOM ORMOND, Gilwern, Brecon, Licence Holder May 28 at 3 135, High st, Merthyr Tydfil	DODD, HENRY, Brixton Hill, London, Painter	WHITE, GEORGE WILLIAM, Harrogate, Draper York Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
KEELEY, A. Goodmores, Ilford, Stock Broker May 28 at 12 14, Bedford row	DODD, HENRY, Brixton Hill, London, Painter	WHITE, GEORGE, Commercial rd, Draper High Court Pet April 12 Ord May 18	CHARLES DAVID SELIGMAN, Esq.
LEWIS, GEORGE HARRY, Radford, Nottingham May 29 at 12 Off Rec. 4, Castle pl, Park st, Nottingham	DODD, HENRY, Brixton Hill, London, Painter	EVANS, CUTHBERT, Litherland, Lancs, Fruit Merchant Liverpool Pet May 10 Ord May 18	CHARLES DAVID SELIGMAN, Esq.
LLINWELL, BRIAN, Gilfach, nr Bargoed, Glam, Fitter May 28 at 12 131, High st, Merthyr Tydfil	DODD, HENRY, Brixton Hill, London, Painter	FRANCIS, TOM STANLEY, Northwich, Painter Crewe Pet May 10 Ord May 19	CHARLES DAVID SELIGMAN, Esq.
MARSH, H. S., Reading May 28 at 12 14, Bedford row	DODD, HENRY, Brixton Hill, London, Painter	GALLANT, JAMES, St. Mary's, Carpenter Gt Yarmouth Pet May 18 Ord May 18	CHARLES DAVID SELIGMAN, Esq.
MARSH, JOSEPH, Thringstone, Leicestershire, Blacksmith May 28 at 11 Off Rec. 47, Full st, Derby	DODD, HENRY, Brixton Hill, London, Painter	HAGH, GEORGE WILLIAM, Harrogate, Draper York Pet May 16 Ord May 16	CHARLES DAVID SELIGMAN, Esq.
OBORNE, WALTER, Macclesfield, Grocer May 29 at 11 Off Rec. 23, King Edward st, Macclesfield	DODD, HENRY, Brixton Hill, London, Painter	HEMMING, FREDERICK WILLIAM, Sherborne In, Stock Dealer High Court Pet March 15 Ord May 18	CHARLES DAVID SELIGMAN, Esq.
OBORNE, SAMUEL, Nottingham, Grocer's Assistant May 29 at 11 Off Rec. 4, Castle pl, Park st, Nottingham	DODD, HENRY, Brixton Hill, London, Painter	HODSON, JOHN EDWARD, St Helens, Lancs, Builder Liverpool Pet May 18 Ord May 17	CHARLES DAVID SELIGMAN, Esq.
PURCHASE, JOHN CHARLES, Maudlam, Pyle, Glam, Licensed Victualler May 28 at 3 130 117, St Mary st, Cardiff	DODD, HENRY, Brixton Hill, London, Painter	HOWELL, JOHN, Abbercane, Aberdare, Glam, Innkeeper Aberdare Pet May 18 Ord May 18	CHARLES DAVID SELIGMAN, Esq.
	DODD, HENRY, Brixton Hill, London, Painter	HOWES, H. D., Eaton ter, Eaton sq, High Court Pet April 25 Ord May 18	CHARLES DAVID SELIGMAN, Esq.

NATIONAL DISCOUNT COMPANY, LIMITED.

TELEGRAPHIC ADDRESS:— 35, CORNHILL, LONDON, E.C.

TELEPHONES:—
No. 1419 AVENUE.
No. 11948 CENTRAL.

Subscribed Capital, £4,233,325.

Paid-up Capital, £846,665.

Reserve Fund, £400,000.

DIRECTORS.
EDMUND THEODORE DOXAT, Esq., Chairman.
WALTER MURRAY GUTHRIE, Esq.
FREDERICK LEVERTON HARRIS, Esq.

Manager: PHILIP HAROLD WADE.

Assistant Sub-Manager: FRANCIS GOLDSCHMIDT.

SIGISMUND FERDINAND MENDL, Esq.
JOHN FRANCIS OGILVY, Esq.
CHARLES DAVID SELIGMAN, Esq.

Secretary: CHARLES WOOLLEY.

Bankers: BANK OF ENGLAND; THE UNION OF LONDON AND SMITH'S BANK, LIMITED.

Approved Mercantile Bills Discounted. Loans granted upon Negotiable Securities.
Money received on Deposit at Call and Short Notice at the Current Market Rates, and for Longer Periods upon Specially Agreed Terms.
Investments and Sales of all descriptions of British and Foreign Securities effected. All Communications on this subject to be addressed to the Manager.

HUXTABLE & Co, Station rd, Harrow, Builders St Albans Pet April 12 Ord May 10	ELLIOTT, ALBERT, Darnall, Sheffield, Grocer May 30 at 12.30 Off Rec, Figrte in, Sheffield	WEBB, JOHN HAROLD, and EDWARD CLIFFORD ADY, Ply-
KING, EDWARD, Bromyard, Hereford, Hotel Keeper Worcester Pet May 19 Ord May 18	ELLISON, THOMAS, Royton, Lance, Farmer June 1 at 11 Off Rec, Graves st, Oldham	mouth, Stationers May 30 at 12 Inn of Court Hotel, Holborn, London
MARSHALL, WILLIAM, Aston, Warwick, Grocer Birmingham Pet April 24 Ord May 16	EMERY, GEORGE, Commercial rd, Draper May 31 at 12 Bankruptcy bldgs, Carey st	WHITE, PERCIVAL WALTER, Newbury, Berks, Tailor May 31 at 12 Off Rec, 1, St Aldates, Oxford
MARTIN, WILLIAM, Gains, Bromley, Licensed Victualler Croydon Pet May 17 Ord May 17	EVANS, WILLIAM, Meffod, Montgomery, Hotel Keeper May 31 at 12 Off Rec, 22, Swan hill, Shrewsbury	WILLIAMS, CECIL GROSVENOR, Kentish Town rd, Butcher May 31 at 11 Bankruptcy bldgs, Carey st
MILLER, PHILIP EDWIN, Balham, Builder Wandsworth Pet May 18 Ord May 18	FOSTER, HARRY, Clayton, Lancs, Plumber May 30 at 4 Off Rec, Byrom st, Manchester	WILLIAMS, WILLIAM, Melincoed, Llanwrst, Farmer May 30 at 1 County Police bldgs, Elanau Festiniog
MILNER, FRED, Darlington, Toy Dealer Stockton on Tees Pet May 16 Ord May 16	FRANK, JOSEPH JULIUS, Fallifield, Manchester, Manufacturer's Agent May 30 at 12 Off Rec, Byrom st, Manchester	WILSON, ALBERT EDWARD, Fenchurch st, Merchant May 30 at 11 Bankruptcy bldgs, Carey st
MULLINGER, HARRY, Southsea, Hants, Fishmonger Portsmouth Pet May 18 Ord May 18	GOME, SPRINGER WENTWORTH, Little College st, Westminster May 30 at 11 Bankruptcy bldgs, Carey st	WING, THOMAS HENRY, Gt Grimsby, Grocer May 30 at 11 Off Rec, St Mary's chmrs, Gt Grimsby
NORRIS, JOSEPH, and STEPHEN NORRIS, Dover, Coach Builders Canterbury Pet May 18 Ord May 18	GUYAN, CHARLES, Bristol, Builder May 30 at 11.45 Off Rec, 26, Baldwin st, Bristol	ADJUDICATIONS.
PAPWORTH, NEVILLE, Bishop's Stortford, Grocer Hertford Pet May 17 Ord May 17	HAIG, GEORGE WILLIAM, Harrogate, Draper May 30 at 2.30 Off Rec, The Red House, Duncombe pl, York	BARR, RALPH, Tyldesley, Lancs, Lodging house Keeper Bolton Pet May 18 Ord May 18
PARLEY, THOMAS BERNARD, Shirebrook, Derby Nottingham Pet May 18 Ord May 18	HARDY, DUDLEY, Gloucester rd, South Kensington, Artist May 30 at 12 Bankruptcy bldgs, Carey st	BENWY, SEPTIMUS THOMAS, Salisbury, Motor Agent Salisbury Pet April 4 Ord May 16
PEARCE, BENJAMIN, and AUGUSTUS HERBERT, Weymouth, Ironmongers Dorchester Pet May 18 Ord May 19	HARTWELL, WALTER, Kidderminster, China Dealer May 30 at 11 Off Rec, 190, Wolverhampton st, Dudley	BRADLEY, TOM, Leeds, Paper Makers' Assistant Leeds Pet May 1 Ord May 18
RENE, THEODORE FERDINAND LEVY, Catford hill, Electrical Engineers High Court Pet March 8 Ord May 19	HEMMANT, FREDERICK WILLIAM, Sherborne in, Stock and Share Dealer June 6 at 2.30 Bankruptcy bldgs, Carey st	ELY, THOMAS WILLIAM, Coleherne rd, Earl's Court, Brixton
RIDLEY, JAMES, Grassmere, Westmorland, Carter Kendal Pet May 19 Ord May 19	HILLMAN, ALFRED JESSE, Bath, Newsagent May 30 at 12.45 Off Rec, 26, Baldwin st, Bristol	GLOUCESTER, Pet April 4 Ord May 19
ROBERT, JUSTIN, Swans, Bailiff's Assistant Swans Pet May 19 Ord May 19	HODGEON, ROBERT THOMAS, Bowesly, nr Halifax, Cattle Dealer May 30 at 3 Off Rec, Townhall chmrs, Halifax	GALLANT, JAMES, Gt Yarmouth, Carpenter Gt Yarmouth Pet May 18 Ord May 18
ROBERTS, JOHN, Denbigh, Grocer Bangor Pet May 17 Ord May 17	HODSON, JOHN EDWARD, St Helen's, Lancs, Builder May 30 at 12 Off Rec, 35, Victoria st, Liverpool	GUYAN, CHARLES, Bristol, Builder Bristol Pet April 21 Ord May 19
ROBINSON, FRANK, Stockport, Incorporated Accountant Stockport Pet May 18 Ord May 16	HOWES, H. D. Eaton ter, Euston sq June 6 at 12 Bankruptcy bldgs, Carey st	HAIGH, GEORGE WILLIAM, Harrogate, Draper York Pet May 16 Ord May 16
ROB, GEORGE, Haverfordwest, Saddler Pembroke Dock Pet May 9 Ord May 17	KIMBER, QUINTILLIAN HOBSON JOSEPH, Fowkes bldgs, Gt Tower st June 6 at 11 Bankruptcy bldgs, Carey st	HAYHOW, RICHARD JAMES, Kemsford gdns, Brompion High Court Pet April 3 Ord May 18
SKINNER, JAMES, Wakefield, Costumier Wakefield Pet May 19 Ord May 19	KING, WILLIAM, Westcliff on Sea, Essex June 1 at 12.14, Halford row	HOWELL, JOHN, Aberaman, Aberdare, Glam, Innkeepers Aberdare Pet May 18 Ord May 18
SPELLER, JOHN, Compton mews, Brunswick sq, Cab Proprietor High Court Pet May 18 Ord May 18	LARKING, LAMBERT CECIL, Buntingford May 31 at 2.30 Bankruptcy bldgs, Carey st	KING, EDWARD, Bromyard, Hereford, Hotel Keeper Worcester Pet May 19 Ord May 19
STICKELS, GEORGE THOMAS, Folkestone, Watchmaker Canterbury Pet May 17 Ord May 17	LOCKHART, JOHN, Grantham, Painter May 30 at 11 Off Rec, 4, Castle pl, Park st, Nottingham	KING, MATTHIAS FARMER, Basingham st, High Court Pet Feb 27 Ord May 16
STOKES, WILLIAM JAMES, Abbotbury, Dorset, Shepherd Dorchester Pet May 18 Ord May 18	MADLEY, WILLIAM JAMES, and GEORGE PEARY, Pengam, Mon, Builders, May 30 at 12.15, High st, Merthyr Tydfil	LARKING, LAMBERT CECIL, Buntingford, Herts, Cambridge Pet April 7 Ord May 18
TRUHMAN, HARRY, Chatham, Builder Rochester Pet May 19 Ord May 19	MANGHAM, PETER, Burnley, Fruiterer June 1 at 11.30 Court House, Burnley	MARTIN, WILLIAM, Grey, Bromley, Licensed Victualler Croydon Pet May 17 Ord May 17
TURBINE, JAMES, Wattstown, nr Pontypridd, Glam, Labourer Pontypridd Pet May 19 Ord May 19	MYERS, GEORGE WILLIAM, Bristol, Solicitor's Clerk May 30 at 11.30 Off Rec, 26, Baldwin st, Bristol	MILLER, RICHARD, Sedbergh, Yorks, Choralist Kendal Pet April 18 Ord May 18
WALLIS, ELIAS HENRY, Bromart rd, Fulham, Builder High Court Pet April 24 Ord May 17	NORRIS, JOSEPH, and STEPHEN NORRIS, Dover, Coach-builders June 1 at 11 Off Rec, 62a, Castle st, Canterbury	MILNER, FRED, Darlington, Toy Dealer Stockton on Tees Pet May 16 Ord May 16
WALMSLEY, JAMES, Lancaster, Licensed Victualler Preston Pet May 7 Ord May 18	PAPWORTH, NEVILLE, Bishop's Stortford, Grocer May 31 at 3.14, Bedford row	MULLINGER, HARRY, Southsea, Hants, Fishmonger Portsmouth Pet May 18 Ord May 18
WHITE, JOHN, Eastbourne, Builder Eastbourne Pet May 4 Ord May 18	PARLEY, THOMAS BERNARD, Shirebrook, Derby May 31 at 11 Off Rec, 4, Castle pl, Park st, Nottingham	MYERS, GEORGE WILLIAM, Bristol, Solicitor's Clerk Bristol Pet May 3 Ord May 17
WILLIAMS, CECIL GROSVENOR, Kentish Town rd, Butcher High Court Pet April 24 Ord May 17	PERRY, ARTHUR SEPTIMUS, Hull, Fish Curer May 30 at 11 Off Rec, Trinity House in, Hull	PAPWORTH, NEVILLE, Bishop's Stortford, Grocer Hartlepool Pet May 17 Ord May 17
WILSON, ALBERT EDWARD, Fenchurch st, Merchant High Court Pet March 30 Ord May 17	PICKWORTH, JOHN EDWARD, Ilkeston, Derby, Wheelwright May 30 at 3 Off Rec, 47, Full st, Derby	PARLEY, THOMAS BERNARD, Shirebrook, Derby Pet May 18 Ord May 18
WILSON, HANNAH ELIZABETH, Batley Carr, Batley, Yorks, Confectioner Dewsbury Pet May 19 Ord May 19	PIKE, JAMES WILLIAM, Norwich, Boot Manufacturer May 40 at 12.30 Off Rec, 8, King st, Norwich	PRICE, JOHN GEORGE, Rotherhithe New rd, Licensed Victualler High Court Pet Jan 29 Ord May 16
FIRST MEETINGS.	SPILLER, JOHN, Compton mews, Brunswick sq, Cab Proprietor May 30 at 12 Bankruptcy bldgs, Carey st	RADLEY, GEORGE HENRY, Patricroft, Lancs, Rope Merchant Salford Pet April 18 Ord May 17
AMBROSE, MARY ELIZABETH, St Thomas, Swansea, Hoiser May 31 at 12 Off Rec, 81, Alexandra rd, Swansea	SPILLER, JOHN, Compton mews, Brunswick sq, Cab Proprietor May 30 at 12 Bankruptcy bldgs, Carey st	RIDLEY, JAMES, Grassmere, Westmorland, Carter Kendal Pet May 19 Ord May 19
BAKER, JOHN, jun, Langley Green, Oldbury, Worcester, Engine Driver May 30 at 11.15, Corporation st, Birmingham	STEELE, GEORGE, Silverdale Staffs, Grocer May 30 at 10 Off Rec, King st, Newcastle, Staffs	ROBERT, JUSTIN, Swans, Bailiff's Assistant Swans Pet May 19 Ord May 19
BARR, RALPH, Tyldesley, Lancs, Lodging house Keeper Jude 1 at 3.15, Exchange st, Bolton	SWANSON, WILLIAM, Brighton, Confectioner May 30 at 12 Off Rec, 4, Pavilion bldgs, Brighton	ROBERTS, JOHN, Denbigh, Grocer Bangor Pet May 17 Ord May 17
BENWY, CHARLES, and EDWIN PARRY, Deptford, General Bakersman June 1 at 11.30 132, York rd, Westminster Bridge	SLACK, THOMAS, Denton, Lancs, Auctioneer May 31 at 3.30 Off Rec, 8, King st, Manchester	SKINNER, JAMES, Wakefield, Costumier Wakefield Pet May 19 Ord May 19
BOWERS, GEORGE THOMAS, Burton upon Stather, Job Master May 30 at 12 Off Rec, St Mary's chmrs, Gt Grimsby	STICKELS, GEORGE THOMAS, Folkestone, Watchmaker Canterbury Pet May 17 Ord May 17	SPILLER, JOHN, Compton mews, Brunswick sq, Cab Proprietor May 30 at 12 Bankruptcy bldgs, Carey st
BRADLEY, TOM, Leeds, Paper Makers' Assistant May 30 at 11 Off Rec, 22, Park row, Leeds	STOKES, WILLIAM JAMES, Abbotbury, Dorset, Shepherd Dorchester Pet May 18 Ord May 18	STACEY, JAMES JOHN, Clevedon, Somerset, Painter Bristol Pet May 10 Ord May 18
BRADSHAW, FRANK, and RENNIE BRADSHAW, Accrington, Engineers May 30 at 11.30 Off Rec, 14, Chapel st, Preston	TRUHMAN, HARRY, Chatham, Builder Rochester Pet May 19 Ord May 19	STACEY, JAMES JOHN, Clevedon, Somerset, Painter Bristol Pet May 10 Ord May 18
BRIDGES, JOSEPH, High Wycombe, Grocer May 30 at 12 Off Rec, 1, St Aldate's Oxford	TYNDALL, JAMES, Joseph TYNDALL, and JOSHIAH TYNDALL, Staple Hill, Mangotsfield, Glos, Grocers May 30 at 12 Off Rec, 26, Baldwin st, Bristol	THORNE, FRANK, Reading Eastbourne Pet April 27 Ord May 18
BROWN, CLARA HELENA, Sheffield, Mangle Warehouseman May 30 at 12 Off Rec, Figrte in, Sheffield	WALKER, HAROLD, Brigg, Painter's Assistant May 31 at 11 Off Rec, St Mary's chmrs, Gt Grimsby	THORNE, FRANK, Reading Eastbourne Pet May 18 Ord May 18
BUTCHER, CHARLES, Surbiton, May 31 at 11.30 132, York rd, Westminster Bridge	WALLIS, ELIAS HENRY, Bromart rd, Fulham, Builder May 31 at 12 Bankruptcy bldgs, Carey st	THURSTON, JOHN HARRIS, Redhill, Surrey, Grocer Croydon Pet May 1 Ord May 16
CANN, JOSEPH ROBERT, Birstow, Bristol, Printer May 30 at 12.30 Off Rec, 26, Baldwin st, Bristol	TYNDALL, JAMES, Joseph TYNDALL, and JOSHIAH TYNDALL, Staple Hill, Mangotsfield, Glos, Grocers May 30 at 12 Off Rec, 26, Baldwin st, Bristol	WARD, JOSEPH, Higher Hillgate, Stockport, Builder Stockport Pet May 1 Ord May 16
COROLENN, FIRTH, Bedford, Packing Case Maker June 1 at 8 Off Rec, 29, Tyrell st, Bedford	WILLIAM WALLACE, Manager.	WHITE, PERCIVAL WALTER, Newbury, Berks, Tailor Newbury Pet May 11 Ord May 16
CRESS, WILLIAM, Quincham st, in, Salisbury, Baker May 31 at 12 Off Rec, City chmrs, Catherine st, Salisbury	EXCHANGE SQUARE.	WILSON, HANNAH ELIZABETH, Batley Carr, Batley, Yorks, Confectioner Dewsbury Pet May 19 Ord May 19
DAVIES, GROSER, Cymru st, Porth, Glam, Collier May 31 at 12.15, High st, Merthyr Tydfil	A. S. MICHIE, Cashier and Agent.	

ROYAL BANK OF SCOTLAND

Incorporated by Royal Charter, 1727.

PAID-UP CAPITAL £2,000,000
REST AND UNDIVIDED PROFITS £900,724

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Cashier and General Manager: D. R. W. HUIK.

123, BISHOPSGATE STREET WITHIN.

WILLIAM WALLACE, Manager.

EXCHANGE SQUARE.

A. S. MICHIE, Cashier and Agent.

THE ROYAL BANK OF SCOTLAND undertakes all kinds of Banking business; and having 148 Branches in Scotland is in a position to offer every facility to its customers for the collection and negotiation of documents.

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